10

A COLLECTION OF TREATIES ENGAGEMENTS AND SANADS RELATING TO INDIA AND NEIGHBOURING COUNTRIES

Compiled by

C U AITCHISON

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INDIA AND NEIGHBOURING COUNTRIES

(Revised and Continued up to 1929)

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Compiled by : C. U. AITCHISON



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PART I.

Treaties, Engagements and Sanads

relating to the

Territories comprised within

the

Madras Presidency.

I.—THE CARNATIC.

THE first station on the Coromandel Coast occupied by the East India Company was the Agency of Metchilipatam established in 1611, with a subordinate factory at Pettapolu. Armagon, between Nellore and Pulicat, was occupied in 1626, but was evacuated in 1638. In the following year territory at Madras was acquired from a local Naick, who was subordinate to the Raja of Vijianagar. The grant was confirmed by Sri Ranga Rayalu, Raja of Vijianagar, and a new settlement was founded in Madraspatnam in 1640, which received the name of Fort St. George. In 1653 it was made a separate Presidency.

When war broke out in Europe in 1740, the English possessions on the Coromandel Coast consisted of Fort St. David and a tract of territory around Fort St. George, somewhat more than 5 square miles in extent. During the hostilities between England and France, which extended to their respective possessions in India, Madras was captured by Labourdonnais in 1746, but was restored after the peace of Aix-la-Chapelle. It is unnecessary here to notice in detail the military and political operations of the English and French in India during this war, or the war which broke out two years after the proclamation of peace. The struggle was for the Nawabship of the Carnatic.

The Carnatic was one of the sub-divisions of the great Subadari of the Deccan. Nizam-ul-Mulk, Subadar of the Deccan, had appointed Saadatulla to be Nawab of the Carnatic. He died in 1732, and was succeeded by his nephew, Dost Ali, whose daughter married Chanda Sahib, his Finance Minister. About this time the Raja of Trichinopoly, who was subordinate to the Nawab, refused to pay his dues, and Chanda Sahib marched to punish him, upon which the Hindu Raja invited the assistance of the Mahrattas. In the contest which ensued Dost Ali was killed, and Chanda Sahib was carried prisoner to Poona. Nizam-ul-Mulk then appointed one of his own officers, Anwar-ud-din Khan, to the vacant Nawabship. In the meantime Chanda Sahib was released from captivity, and his claims to be Nawab were supported by the French. Anwar-ud-din Khan was killed in battle at Ambur in 1749; and his second son, Muhammad Ali, was supported by the English. In the war that followed Clive defended Arcot against the army of Chanda Sahib. The French were reduced to great straits, and Chanda Sahib was compelled to take refuge with the Raja of Tanjore, by whom he was murdered. Eventually the struggle resulted in the conclusion of a Treaty (No. I) between the English and French in December 1754, subject to confirmation in Europe, by which Muhammad Ali was practically left Nawab of the Carnatic, and the English and French agreed to restore all the territories they had respectively acquired, except certain specified places, to the Native rulers, and to put their establishments on an equal footing.

Hostilities, which in the interval had never entirely ceased, were carried on with redoubled vigour after the declaration of war between England and France in 1756. The French, through their influence at the Court of the Subadar of the Deccan, had obtained possession of the Northern Circars. They captured Fort St. David and laid siege to Madras; and the siege was raised in February 1759 only by the arrival of an English fleet. The tide of war, however, soon turned in favour of the English. The French were driven from their settlements, and in January 1761 Pondicherry surrendered. The French Settlements were restored to France under the treaty of Paris in 1763; and article 11 of the treaty recognised Salabat Jang as Subadar of the Deccan, and Muhammad Ali as Nawab of the Carnatic. In 1765 the Moghul conferred on him the title of "Walajah".

By the overthrow of the French, Muhammad Ali was established as Nawab of the Carnatic without a rival. He had, however, contracted large debts to the English, on whom the expenses of the war had chiefly fallen. In consideration of these debts, and of the assistance rendered him by the English, the Nawab conferred (No. II) on them in 1763 districts yielding an annual revenue of upwards of four and a half lakhs of pagodas, for which they had obtained a Farman from the Emperor of Delhi.

In consequence of the war which subsequently broke out with Haidar Ali of Mysore, the Madras Government were thrown into great pecuniary difficulties, and they applied for aid to the Nawab, on the ground that the expense of the military defence of his country had fallen on them. The Nawab, however, appealed to a Treaty (No. III) which had been concluded in 1781 with the Bengal Government, by which he was exempted from all pecuniary demands beyond the expense of ten battalions of troops, and was recognised as hereditary sovereign of the Carnatic, besides being promised the restoration of Tanjore and certain districts occupied by Haidar Ali. The Madras Government remonstrated against this contention, and at length, after much negotiation, it was agreed (No. IV) on the 2nd December 1781 that the revenues of the Carnatic should be transferred to the British Government for five years, the Nawab receiving one-sixth for his private expenses.

No sooner was this assignment made than the Nawab set himself to defeat it. By taking advantage of misunderstandings then existing between the Governor-General and the Government of Madras, he succeeded in obtaining an order from the former, in January 1783, for the restoration of his revenues.

This order, however, the Madras Government did not at once carry out, as the arrangements of December 1781 had in the meantime been approved by the Court of Directors in England. But the Board of Control, which had just been created, took the management of Carnatic affairs out of the hands of the Court of Directors, and ordered the restoration of the revenues to the Nawab and the assignment of twelve lakhs a year for the payment of his debts to the Company and to private creditors. It was therefore arranged by the preliminary Treaty of 1785 (No. V) that the Nawab should pay twelve lakhs of pagodas a year towards the payment of his debts, and four lakhs a year to meet current charges, territorial security being given for punctual payment. The expense of the peace establishment was estimated at twenty-one lakhs, and it was proposed that this should be met by the Madras Government, the Nawab and the Raja of Tanjore, in proportion to their respective revenues. At this rate the Nawab's contribution would have been ten and a half lakhs. It was fixed at nine lakhs, and by the Treaty of 1787 (No. VI) it was agreed that the Nawab should pay this sum for protection in time of peace, besides the twelve lakhs for his debts; that in time of war the contracting parties should each pay four-fifths of their revenues, the Nawab being first allowed to deduct 2,13,421 pagodas for jagirs and 21,366 pagodas for charities; and that, in case of failure of payment by the Nawab, certain districts should be assigned as security. By this treaty also the Nawab relinquished direct political relation with other Native States. The Court of Directors, however, were of opinion that the abatement of one and a half lakhs, which was allowed to the

Nawab, should have been made rather from the assignment of twelve lakhs for liquidation of the debts than from the subsidy, and therefore directed that the contingent should be established at eleven lakhs, being ten and a half lakhs as the contribution proportioned to the revenues, and 50,000 pagodas paid as tribute by the Raja of Tanjore. In this arrangement the Nawab acquiesced after some demur.

When the war with Mysore broke out in 1790, it was found that no contributions could be realised through the officers of the Nawab of the Carnatic; and it was resolved to take direct management of his country while hostilities continued. On the conclusion of peace in 1792 this temporary arrangement came to an end; and, as all parties were dissatisfied with the treaty of 1787, some other arrangement was necessary. A new Treaty (No. VII) was therefore concluded in 1792. This treaty stipulated that the British Government should maintain a force, for the payment of which the Nawab should contribute nine lakhs of pagodas yearly; that the country should be garrisoned by British troops; that in the event of war the British Government should take the entire management of the country, paying to the Nawab one-fifth of the revenues; that the assignment for the debts of the Nawab should be reduced to 6,21,105 pagodas; that the British Government should collect the tribute of the palegars (polygars) in the Nawab's name, and give him credit for it in his contribution; that on failure of payment the British Government should assume the management of certain specified districts; that, if the Nawab required additional troops, they should be separately paid for; and that the Nawab should renounce political intercourse with other States and be included in all treaties relating to the Carnatic.

Muhammad Ali died in 1795 and was succeeded by his son, Umdat-ul-Umra. The treaty of 1792 was found to have had the most injurious effects. The subsidy indeed was regularly paid, but to meet his liabilities the Nawab contracted heavy loans, and to liquidate them assigned to his creditors the revenues of his country—a system which resulted in cruel oppression. Several attempts, including the Agreement of August 1800 (No. VIII), were made to remedy this state of things, but without much success. On the fall of Seringapatam a treasonable correspondence was discovered, which had been begun by Muhammad Ali and his son with Tipu Sultan shortly after the conclusion of the treaty of 1792. The object of this secret correspondence was hostile to the interests of the British Government. It had been continued by Umdat-ul-Umra as late as the year 1796, and was in direct violation of his treaty obligations. Enquiry was instituted and the guilt of the Nawab was fully proved. The British Government therefore declared itself released from the obligations of the treaty of 1792, which had been thus flagrantly

violated, and resolved to assume the government of the Carnatic, making provision for the family of the Nawab.

Umdat-ul-Umra died in 1801, before the conclusion of the proposed arrangements. Terms framed on the above basis were offered to his reputed son, Ali Husain, who had been nominated by Umdat-ul-Umra as his successor, but were rejected by him. Negotiations were then opened with Azim-ud-Daula, nephew of the Nawab Umdat-ul-Umra. If the right of succession had not been forfeited, Azim-ud-Daula would perhaps have had stronger claims than Ali Husain. He was the grandson of Muhammad Ali, and great-grandson by both parents of Anwar-ud-din, the founder of the family of the Carnatic. An Engagement (No. IX) was made with him on the 31st July 1801, by which he renounced the civil and military government of the Carnatic and accepted a stipendiary provision. This treaty was ratified by the Governor-General in Council. The Madras Government were directed to add certain explanatory articles, if this could conveniently be done, so as clearly to set forth that Azim-ud-Daula was acknowledged by the free grace and favour of the British Government, and not by reason of any hereditary rights, as these had been entirely forfeited. It was also decided to regulate the disposal of jagir lands and the calculation of the Nawab's share of the revenues. The Nawab willingly agreed to the modifications proposed.

Azim-ud-Daula died in 1819. Azim Jah, his son, was informed that, as the treaty of 1801 did not stipulate that the rank and dignity of Nawab of the Carnatic should be hereditary in the family of Azim-ud-Daula, his succession depended on the pleasure of the Supreme Government. Azim Jah was, however, recognised; but it was not considered necessary to conclude any new engagement with him.

Azim Jah died in 1825. His infant son, Ghulam Muhammad Ghaus Khan, was recognised as his successor under the guardianship of his uncle, Azim Jah. He died without issue on the 7th October 1855, and the succession was claimed by his uncle Azim Jah. But, as the treaty of 1801 had recognised no hereditary right, and was a purely personal treaty with Azim-ud-Daula, the successions in 1819 and 1825 had been by express permission of the British Government, and conveyed no kind of pledge. There was therefore no obligation to continue the succession to the titular dignity of the Nawabship of the Carnatic. In these circumstances the Government of India declared that the title, privileges, and immunities of the Carnatic family were at an end. The family was liberally provided for, a pension of a lakh and a half of rupees and the position of the first Indian nobleman of Madras being assigned to Azim Jah.

Azim Jah, however, was dissatisfied with this arrangement, and made several appeals on the subject. Her Majesty's Government declined to

re-open the question of continuing the Nawabship of the Carnatic in the person of Azim Jah, but the title of Amir-i-Arcot or Prince of Arcot was granted in 1867 to him and his heirs by Her Majesty under Letters Patent. At the same time a pension of three lakhs of rupees, which was to cover all claims whether by the prince, his relatives or dependents, was assigned to him; one-half of this amount was under like conditions to descend to his successors; and a large sum was allowed to the prince to pay off his debts after enquiry and adjustment by a British officer. The prince and his successors in the title were exempted from the jurisdiction of the civil courts, but the exemption which Azim Jah enjoyed as regards the criminal courts was continued for his life only.

It was arranged that the titles and honours and the perpetual portion of the pension assigned to the family should descend only to a representative in the direct male line of Azim Jah. Authority was not given to adopt in case of failure of male issue, but the succession was in the first instance to be to the four sons of Azim Jah in such order as he might nominate. After the decease of the four sons the Government of India were to select, subject to the approval of Her Majesty, one of the lawful grandsons in the male line of descent from Azim Jah, so that the succession should be to the person who, for the time being, was the eldest lawful male heir in the male line of the person last possessed of the title, etc. (No. X). Azim Jah died in 1874 and was succeeded by his son, Zahir-ud-Daula.

In 1875 a residence known as the Amir Mahal was provided for the Princes of Arcot in Royapetta, Madras. It is maintained at the expense of Government.

Zahir-ud-Daula died in 1879 and was succeeded by his half-brother, Ahmadulla (Intizam-ul-mulk), who died in 1889. He was the last surviving son of Azim Jah, the third son having died in 1881, and the youngest, Muazzaz-ud-Daula, in 1884. On the death of Ahmadulla, Muhammad Munawar, Khan Bahadur, the eldest son of Muazzaz-ud-Daula, was selected as the head of the Carnatic family, and was appointed to be Prince of Arcot. He died on the 3rd January 1903 and was succeeded by his eldest son, Ghulam Muhammad Ali Khan Bahadur, born in 1882. In 1919 Ghulam Muhammad Ali Khan Bahadur was granted a personal allowance of Rs. 6,000 per annum for life, and in 1928 this was increased to Rs. 11,000.

Act XXXVII of 1858 conferred certain personal privileges, in respect of liability to civil suit and other matters, upon specified members of the Carnatic family.

Act XX of 1873 was passed to continue certain privileges and immunities then enjoyed by Prince Azim Jah Bahadur, as Prince of Arcot, to his sons on succeeding to the title. The Act ceased to be in force on the death of his last surviving son Ahmadulla.

II.—TANJORE.

In the time of Aurangzeb, the Hindu Rajas of Tanjore (Tanjavur) were dispossessed of their territories by Ekoji, half-brother of Shivaji, the founder of the Mahratta power. During the early wars between the English and French, the power in Tanjore was held by Pratap Singh, of illegitimate birth, who had dispossessed his half-brother, Shahuji, the legitimate successor to the State. Tanjore had never been actually incorporated with the Carnatic, but it had from time to time paid tribute, when hard pressed by the Nawab. In 1762, in consequence of the war with the French, the finances of the Nawab of the Carnatic were at a low ebb. He claimed large arrears of tribute from Tanjore and applied to the English for assistance to reduce the Raja. Military aid was refused; but, through the mediation of the Madras Government the Raja agreed (No. XI) in 1762 to pay to the Nawab twenty-two lakhs of rupees as arrears and a fixed tribute of four lakhs annually for the future.

In 1771 the Raja of Tanjore, Tuljaji, son of Pratap Singh, prepared an expedition against the Palegar of Ramnad, a dependent of the Carnatic, to recover some districts which, he said, had been wrested from him in 1763. Mediation failed and, at the request of the Nawab, a British force was sent to punish the Raja. During the hostilities, however, the son of the Nawab concluded a Treaty of peace (No. XII) with the Raja in 1771 without the knowledge or consent of the English. By this the Raja bound himself to pay eight lakhs of arrears of tribute and thirty-two and a half lakhs as the expenses of the expedition, and to furnish the Nawab with troops in time of war. The clandestine conclusion of this engagement was condemned by the Madras Government.

The Raja of Tanjore again fell into arrears in 1773, and was believed to be intriguing with Haidar Ali and the Mahrattas for a supply of troops. His position in the country, to the defences of which he contributed nothing, was felt to be a source of constant danger: and it was therefore determined to take the opportunity, while enforcing the Nawab's claims, to reduce him to submission. Tanjore was taken on the 17th September 1773, and the Raja and his family were made prisoners in the fort. The Court of Directors disapproved of this expedition against Tanjore, and directed the restoration of the Raja. In consequence of these orders, and notwithstanding the remonstrances of the Nawab of the Carnatic, the Raja was reinstated on the 11th April 1776, and an Agreement (No. XIII) was concluded with him. He bound himself by this to do nothing contrary to the Company's interests; to receive British troops for the protection of his country; to contribute four lakhs of pagodas towards military expenses; and to grant to the Company two hundred and seventy-seven villages.

Tuljaji died in 1787 and was succeeded by his half-brother, Amar Singh, with whom a new Treaty (No. XIV) was concluded in the same year. It was based on the same principles as the one concluded in the same year with the Nawab of the Carnatic, *viz.*, that the Raja should contribute towards the peace establishment two-fifths of his revenues, with territorial security for punctual payment; that in time of war the contribution should be doubled; that he should pay a further sum of three lakhs of pagodas a year for the liquidation of his debts to the Nawab and to his private creditors; and that he should pay to the British Government the tribute ceded to them by the Nawab of the Carnatic. After the close of the war with Tipu another Treaty (No. XV) was made with Amar Singh on the 12th July 1792, almost identical in terms with the treaty of the same date concluded with the Nawab of the Carnatic.

Before his death Tuljaji had adopted Sarfoji or Sharabhoji as his son, and committed him to the care of Amar Singh. The adoption was disputed on three grounds—the imbecile state of Tuljaji's mind, the age of the boy, and the fact that he was an only son. These circumstances were held to invalidate the adoption, so it was cancelled and Amar Singh was recognised as successor to the State. Sarfoji, however, appealed and, as the best legal authorities were, on further enquiry, found to be in favour of his claim, Amar Singh was deposed and Sarfoji acknowledged in his stead. On his accession in 1799 a Treaty (No. XVI) was made with him, by which he resigned the administration into the hands of the British Government and received a provision of one lakh of pagodas and one-fifth of the net revenues. A pension of 25,000 pagodas was granted to Amar Singh, who died in 1802.

Political relations with Sarfoji continued unchanged during his lifetime. By the treaty of 1799 no sovereign authority was left to him, except in the fort of Tanjore and its immediate vicinity, and there it was subject to the control of the British Government. Sarfoji died in 1832, and was succeeded by his only son, Shivaji. On his death in 1855 without male heirs, direct or collateral, the titular dignity became extinct.

Two daughters and sixteen widows survived him. Shortly before the completion of the pensionary arrangements for the provision of the family, the elder daughter died. The younger daughter, Mohana Mukta Bai Ammani Raje Sahiba, known thereafter as the Princess of Tanjore, was granted a pension of Rs. 3,000 per mensem. On her death in 1885 a moiety of her pension was continued to her husband, V. Ry. Raja Sakharam Sahib, who died in 1895.

The last surviving widow died in 1912. Up to her death the affairs of the family were under the management of the Collector of the Tanjore District, and the property was managed by a Receiver appointed by the Civil Court. On her death the Receiver instituted an inter-pleader suit

to decide the disposal of the property, which has now (1926) been distributed among those entitled.

Besides the territory ceded under the treaty of 1799, and the district of Devikottai which was ceded by Pratap Singh, there are several British districts which originally formed part of the Tanjore State. The French settlement of Karikal was purchased from Tanjore in 1739. Negapatam and Nagur, which were taken from the Portuguese by the Dutch in 1660, were annexed to the British dominions in 1781. Tranquebar, which was purchased by the Danes, was sold by them to the British in 1845.

III.—MALABAR COAST.

Of the three great ancient kingdoms of Southern India, Chera, Chola and Pandya, the first, Chera (a name which survives in Cheranad, an ancient *taluk* of Malabar, now part of Ernad *taluk*) included nearly the whole of the Malabar Coast.

The history of Chera is fragmentary, but suffices to show that a high state of civilisation and a well ordered political system existed at a very early period. In the third century B.C., one of King Asoka's edicts, graven on a rock at Girnar, mentioned Keralaputra (the ruler of Kerala) along with Chola and Pandya.

With the close of the second century A.D., the history of Kerala ceases for several hundred years, the very name dropping out of all authentic records. Epigraphic research has revealed the names of eight Chera kings of the period, but little is known of them but their names, and it is impossible to correlate them with one another or with better known kings of other dynasties. One of them, Bhaskara Ravi Varma, whose date is ascribed to the eighth century, bestowed upon the Cochin Jews, then domiciled at Cranganur, certain rights and privileges which the so-called Black Jews still exercise: and as, in a still extant copper plate, he regulated the dues of the Tirunelli Temple in north Wynad, Kerala, in his time, must have extended over the crest of the Western Ghats. There also exists a copper plate of Sthani Ravi, whose date is approximately the same, granting the site of a Church to the Syrian Christian community, as well as rights and privileges very similar to those bestowed upon the Cochin Jews. Contemporary south Indian history shows that from the tenth to the thirteenth century Kerala was constantly overrun by invaders from the east of the Ghats; but Ravi Varma, who ascended the throne of his father Jayasimha in 1309, seems to have extended his conquests as far as Conjevaram in Chingleput. His successor, Vira Raghava Chakravarthi, was apparently the last of his line. His name lives in a single copper plate, now in the possession of the Syrian Christian community at Kotayam in Travancore, dated, according to the latest expert opinion, March 15th 1320.

The downfall of the Perumals was probably caused by the growing power of their great vassals, the Rajas of Travancore and Cochin, the Zamorin and the Kolattiri. The Zamorin, supported by the Moors, was particularly aggressive and by 1498, when the Portuguese first appeared on the scene, had made himself predominant in Malabar proper. The Kolattiri in the north was strong enough to resist aggression, but the Zamorin had absorbed many of the small principalities in the vicinity of

his capital Calicut; had made himself suzerain of others; and had encroached upon the domains of his two most powerful neighbours in the east and south, the Walavanad and Cochin Rajas.

The Portuguese period lasted for 165 years, till the capture of Cochin by the Dutch in 1663. Their monopoly of trade had come to an end some thirty years previously. In 1635 a small English factory had been established at Cochin, and pepper had been exported for the first time direct to England: and in 1664 two factors settled at Calicut with permission from the Zamorin to trade. From this time till Haidar Ali's invasion in 1766, the history of Malabar is a record of the struggle between the Dutch, the English, and subsequently the French, who secured a footing on the coast at Mahé in 1725, for the rich pepper trade of the country.

Important changes had in the meantime taken place in the balance of power among the native princes. Owing to various causes the Kolattiri's dominions had been dismembered; and North Malabar was divided between the Kolattiri in the extreme north, and his two great feudatories, the Kotayam and Kadattanad Rajas, further south. In the Wynad the influence of the Kotayam family and of their connections, the Kurumbranad family, was paramount. In South Malabar the Zamorin was supreme, save for the attenuated domains of the Walavanad and Palghat Rajas. Under the principal Rajas numberless petty chieftains, with varying degrees of independence, ruled each his own small portion of the country called a *nad*. Throughout the district the system of government was markedly feudal in character.

Of the European nations the Dutch for a time held the upper hand; but, thanks to their own blunders, their influence among the country powers waned as rapidly as that of the English waxed. Anjengo in Travancore and Tellicherry in North Malabar were the first important settlements of the English. At Anjengo a site for a factory was secured in 1684 from the Attingal Rani of the Travancore family, and six years later permission was obtained to build a fort. The Tellicherry factory was founded some time before 1699, and fortified in 1708 (No. XVII). In 1719 they received from the Kurangot Nayar the monopoly of the pepper trade in his dominions (No. XVIII), and in 1722, 1725 and 1748, respectively, similar privileges from the Kolattiri and the Rajas of Kadattanad and Kotayam (Nos. XIX, XX and XXIV). Their territorial possessions were extended by the acquisition in 1731 of the gardens of 'Palatady' and 'Cottudali' still a part of the Anjengo settlement (No. XXI), of the island of Darmapattanam in 1734 (No. XXII), and the fort of Madakkara in 1736 (No. XXIII); and in 1749 the whole island of Madakkara was made over to them, with all the attributes of territorial sovereignty.

The Dutch at Cannanore fort, which they sold in 1771 to the Adi Raja, gave little trouble; but from 1725 onwards the Tellicherry factors waged almost constant war with the French at Mahé. In 1760 they gained their first important success, when the first of the three capitulations of Mahé took place: and the exclusive privileges of trade, which they acquired over a great part of Malabar at this period, illustrate their great influence on the coast. In 1760 they obtained from the Kolattiri Regent the privilege of collecting customs duties within his dominions in consideration of a fixed quit-rent of 21,000 silver fanams, or Rs. 4,200 a year. They also obtained the mortgage of Randatara in payment of a loan which the feudal chieftains of that district (subordinate to the Kolattiri Regent) had contracted. The grant of Randatara by the Kolattiri Regent was confirmed by a subsequent agreement on the 23rd March 1765, by which time the debt had not been paid off: and on the 16th May of the same year the rents to be collected from the district were fixed, and the chieftains promised to be and remain faithful to the English, and to assist them when required with 500 Nayars.

Nos. XXV to XXXIII are some of the principal Engagements contracted with the Malabar and Kanarese Chiefs before the invasion of their country by Haidar Ali from Mysore. It is unnecessary here to enter into any detailed history of these engagements, and the many similar agreements that were made before Haidar Ali's conquest.*

The Zamorin claimed to be sovereign paramount over the smaller principalities in the southern districts of Malabar, and reduced most of them to subordination by force of arms. This spirit of conquest was one among other reasons which led to the invasion of his dominions by Haidar Ali, who in 1766 reduced the whole country from Chirakkal to Cochin. The Chiefs of Cochin, Kurangott and Randatara, subordinate to the Dutch, French, and English Companies respectively, were allowed to retain their possession; but the others were driven out and the management of their States was entrusted to Madanna in south Malabar, and to the Adi Raja, the Mappilla Chief of Cannanore, in the north.

During the war which broke out between the British Government and Haidar Ali in 1768, the Malabar Chiefs, who had taken refuge in Travancore and the British territories, reinstated themselves, and held possession till 1774, when the southern Rajas were again expelled. In the northern districts the Raja of Kadattanad submitted to Haidar, and the Kolattiri Regent was confirmed by Haidar in his possessions, and in Kottayam and Iruvalinad, on condition of paying tribute. In the treaty of peace† concluded with Tipu Sultan in 1784, the Rajas of Tanjore and

* Mr. Logan's "Malabar" and his "Treaties, etc., relating to British affairs in Malabar" may be consulted for further details.

† See Vol. IX Mysore.

Travancore were the only allies of the British whose protection was specifically guaranteed; and this left Tipu free to wreak his vengeance for past acts of hostility on the part of the Malabar Chiefs who had co-operated with the British against him at the siege of Tellicherry and elsewhere. In a few years Tipu again drove most of the Rajas and their families from the country by his attempt forcibly to convert them to the Muhammadan faith.

In the war of 1790 the Nayars and Mappillás were encouraged to throw off their dependence on Tipu Sultan by a promise of protection on condition of their becoming subjects and dependents of the British Government. Accordingly, on the 4th May 1790, deeds were given to the Kolattiri Regent, the Raja of Kadattanad and the Regent of Kottayam, promising to include them as allies in any treaty which the British Government might make with Tipu. A similar deed was given to the heir-apparent of the Zamorin. After Tipu's troops were expelled from Kurangot, the Nayar of that district was allowed to resume possession of his country, but soon after he renewed his connection with the French in the Settlement at Mahé and acknowledged his dependence on them. The Mappilla ruler of Cannanore sided with Tipu, but on the reduction of her fort she submitted unconditionally to the British Government. Before the end of the year 1790 Tipu's army was driven out of the whole of the Malabar country; the Rajas both in the north and the south were restored and, with the exception of the Wynad in Malabar and the territories of the Vittal Hegde, the Bangar and the Rajas of Nileshwar and Kumbla (all in the South Kanara District) their territories were included in the cessions made to the British Government under the treaty of 1792 (*see* Vol. IX, Mysore No. VIII). Wynad was long regarded as an "equivocal possession" and in 1798 was definitely pronounced by the Governor-General to be a part of Tipu's dominions. In the following year, however, it was ceded by the Partition Treaty (*see* Vol. IX, Mysore, No. IX) which followed the fall of Seringapatam.

Commissioners were appointed in 1792 to enquire into the condition of the ceded districts, and to establish a suitable system of government and judicial administration. The Rajas did not at first acquiesce in the assumption of the sovereignty of the country by the British, but eventually agreements were concluded with them by which they engaged to submit to the control of the British Government; to pay tribute; and to grant the monopoly of the pepper trade. In December 1792 free trade was proclaimed in all articles except pepper, but the attempt to maintain the pepper monopoly proved a failure, and the restrictions on that trade were removed in the following year, the British Government limiting its claims to the payment in kind of a moiety of the tribute to which, as sovereigns of the country, they were entitled.

The first agreements made with the Rajas were temporary and generally concluded for one year only, until the resources of the country could be ascertained and a fair tribute fixed in proportion to the revenues. Eventually the Rajas agreed to a joint collection of the revenues by their own officers and those of the British Government. Inland customs were abolished, and taxes on exports and imports were levied by the British Government alone. Courts of justice were established, presided over by British officers, and in a short time the administration of the country was assimilated to that of the other British provinces. Thereafter engagements were from time to time made with the Chiefs; but they were merely revenue engagements which it would be out of place to insert in the present collection. The earlier Engagements made with them, before they had lost their political status, have been included as Nos. XXXV to XLI, XLIII to LIII and LVI.

The town of Cochin was captured from the Dutch in 1795 (No. LIV) and in the same year Tangasseri fell into the hands of the British. In 1799 Coorg, which hitherto had been included in Malabar, was placed under a separate political officer.

The administration of the Malabar District was transferred from the Presidency of Bombay to that of Madras on the 1st July 1800. Finally on the 15th November 1806, by which time the whole of the Malabar District, except Cannanore, had been taken under the direct revenue management of the Company, an Engagement (No. LVII) was entered into with the Zamorin, guaranteeing to him and his family a malikana allowance, calculated at the rate of 20 per cent. on the revenues of the year 1800-1801, of the territories of which he was in possession at the time of Haidar Ali's invasion. Similar malikana allowances were granted to the other Rajas and chieftains, but no formal engagements were made with them. The allowances are perpetual during good conduct and were only made liable to forfeiture on proof of disloyalty or misconduct. These malikana holders are not in any sense zamindars. The Zamorin now receives a malikana allowance of Rs. 69,663-4-0, and the next four senior male members an aggregate sum of Rs. 31,500; while his family (the Viliya Tamburattis of the three Kovilagams, Kizhakke, Padinnare and Pudiya, and the Viliya Tamburatti of Ambadi Kovilagam the senior lady of the whole family) receives in all Rs. 31,000 per annum. (For the history of Cannanore see "*Cannanore Family*" *infra*.)

Cochin State was transferred to the control of the Resident in Travancore in 1809: and Mahé which, for the third time in its history, had surrendered in 1793, was restored in 1817 after the conclusion of peace with France (No. LVIII). Two years later the French *Loge* at Calicut was handed over (No. LIX), and in 1853 the aldees or outlying portions

of French territory round Mahé were delivered up (No. LX). The small isolated settlements of Anjengo and Tangasseri, which had been leased in 1822 and 1819 respectively to the Travancore Government, were detached in 1906 from the Cochin *taluk* of the district of Malabar, to which they formerly belonged, and on the 1st July 1906 constituted into a new Collectorate known as the Collectorate or District of Anjengo, the Resident in Travancore and Cochin being appointed to exercise the power of a Collector. When, on the 1st October 1923, the five Indian States in the Madras Presidency were brought into direct political relations with the Government of India through an Agent to the Governor-General, Anjengo and Tangasseri were restored to the Malabar District and were placed under the jurisdiction of the Deputy Collector and Sub-Divisional Magistrate of the Cochin Division in the District of Malabar. The land revenue is collected by the Collector through his subordinates, the Deputy Tahsildars; but other items of revenue, namely those derived from Salt, Abkari, Opium, Customs and the Mirankadavu and Champavu ferries, are leased annually to the Travancore Durbar for a sum of Rs. 10,000. As a measure of administrative convenience, the Local Government transferred Anjengo and Tangasseri from the District of Malabar to the District of Tinnevelly with effect from the 1st July 1927.

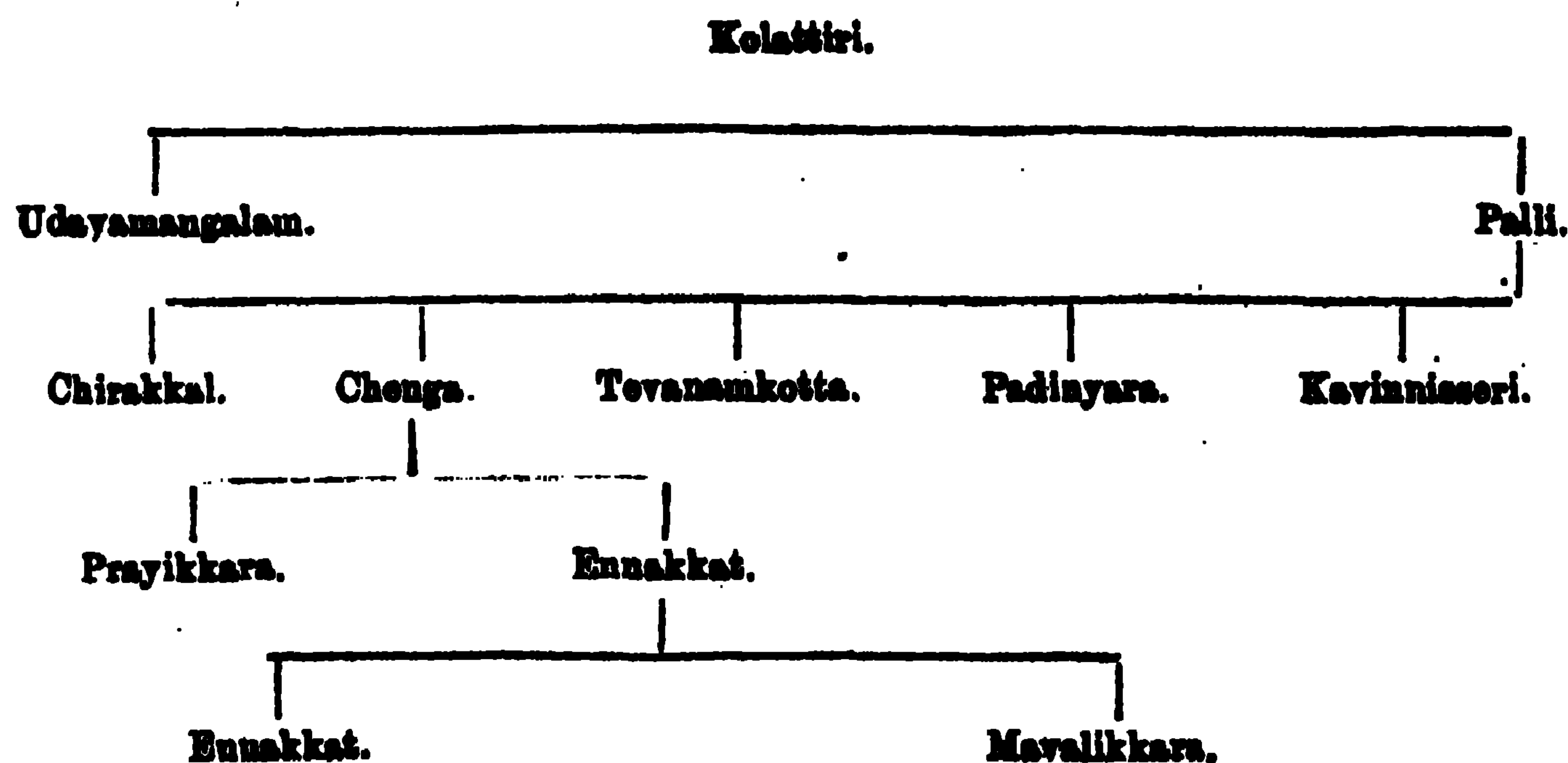
Sri Padinnara Kovilagam Manavikrama *alias* Kuttuni Raja, Avargal, succeeded in 1892 and died on the 20th July 1928. He was succeeded by Patinhare Kovilagath Manavikraman *alias* Anujam Kunhuni Raja, the present Zamorin, or first Raja, of Calicut.

The rule of succession in Malabar families is peculiar.* A father stands in no recognised legal relationship to his own children, who inherit their mother's property and not their father's. A Malabar *taravad* or family corresponds pretty closely to the Roman *gens*, with this fundamental distinction, however, that the members of the *taravad* trace their descent from a common ancestress, instead of from a common ancestor. When the members of a *taravad* divide the common property among themselves, they become split up into separate *taravads*; but when, as in the case of the *taravads* of these Rajas and Chieftains, a large part of the common stock is set aside for the maintenance of the family dignity, a number of separate branches, called *tavazhis*, are in the course of time formed, with no bond to keep them from disintegration into separate *taravads*, except their interest in the common stock so set apart.

These branches in the families of Rajas are usually called after their *Kovilagams* (king's houses) the term *Kovilagam* or *Kottaram* being applied to the house where the Raja or members of his family reside.

* *See also* Travancore.

Thus among the Kolattiris the family has in course of time split up into many branches each of which is styled a *Kovilagam* or *Kottaram* :—



This family is very closely connected with that of the Maharajas of Travancore. To this day the two families observe the custom of death pollution, and adoptions have more than once taken place from the Kolattiri into the Travancore family. The Mavalikkara branch supplied the last adopted heirs to Travancore.

The nominal head of the Kolattiri family is the eldest female member (Achamma) of all these *Kovilagams*, or branches, and her rank is styled *Muppasthanam* (head dignity). There is, however, no share of the common stock set apart for the maintenance of her position. Subordinate to her the five eldest male members of all the branches succeed by seniority to the following dignities:—

1. The Kolattiri.
2. The Tekkalankur (Southern Regent).
3. The Vadakkalankur (Northern Regent).
4. The Nalamkur (Fourth).
5. The Anjamkur (Fifth).

These titles are now practically in abeyance. There were many dissensions in the family at the time of the Raja of Bednur's irruption into Malabar (1732-39), and in consequence, in 1749, the Udayamangalam branch was cut off from succession to the larger portion of the family territory. Since that time the senior male member of the Palli branch, styled the Raja of Chirakkal, has been recognised as the head of the house.

The Zamorin's family comprises three *Kovilagams*, the Kishakke (Eastern), Padinyara (Western) and Pudiya (New) *Kovilagams*. Each of these has its separate estate, and the senior lady of each *Kovilagam*, known as the Valiya Tamburatti, is entitled to manage the property.

There are five *sthanams*, or places of dignity, with separate properties attached thereto, which are enjoyed in succession by the senior male members of the *Kovilagams*. In order of dignity, these are (1) the Zamorin, (2) the Eralpad, or second Raja, of Calicut who, as the next heir of the Zamorin, holds the complimentary title of Raja, (3) the Munalpad, (4) the Etatralpad and (5) the Naturalpad. The senior lady of the whole family, the Valiya Tamburatti, also enjoys a *sthanam* with separate property, known as the Ambati *Kovilagam*.

Cannanore Family.—Even in the Muhammadan Mappilla families in North Malabar, the succession went in the female line. The most important of these was the Cannanore family which, in addition to their estates on the mainland, held possession of the Southern Laccadive Islands and the Island of Minicoy: and the head of the family was known as the Adi Raja, the prince of the deep or sea.

The Cannanore family, at first tributary to the Kolattiri, became independent about the middle of the eighteenth century. After Haidar Ali's conquest of Malabar in 1766 the representative of the family became his ally. In 1784, during the war with Tipu, Cannanore was taken by the British. The Ruler of Cannanore was then a lady, who had succeeded her uncle: and with her a Treaty (No. XXXIV) was concluded by the British, by which she agreed to pay an indemnity of 1½ lakhs and an annual tribute of one lakh of rupees. On the conclusion of peace with Tipu matters reverted to their former position; but when in 1790 war again broke out with Tipu, the Bibi instigated the Mappillas against the Nayars, the Company's allies. Cannanore was taken by storm, and the possessions of the Bibi became the right of the British Government by conquest and were included in the cessions made by Tipu. She was, however, allowed in 1793 to retain her possessions on condition of paying a moiety of her revenues to the British Government, an arrangement which continued in force till 1905.

Laccadive Islands.—In 1793 the Bibi of Cannanore executed an Agreement (No. XLII), engaging to submit to the sequestration of the Laccadive Islands, if it should be ordered by the British Government. Commissioners were sent to investigate the resources of the Islands, the treatment of the islanders by the Bibi, the abuses connected with her monopoly of coir, and similar matters. After tedious negotiations a provisional Agreement (No. LV) was signed by the Bibi in 1796, subject to ratification by Government, by which she engaged to pay Rs. 15,000 per annum to the British Government, but the rights of Government to the Islands under the agreement of 1793 were in no way altered or relinquished. Owing to the outbreak of the war with France and other considerations, negotiations for the surrender by the Bibi of her sovereignty of the Islands, for the reform of their administration and for the freedom

of trade, were not completed, and for many years the Laccadive Islands remained unnoticed.

In 1848, however, petitions from the Islanders, complaining of the oppression of the Bibi, attracted attention and a British officer was deputed to report on the subject. The Bibi's resources having been much crippled by the damage caused by a recent storm, she was compelled to ask for a remission of the peshkash, which had fallen much into arrears. The request was granted on the condition that she would introduce the necessary reforms into her administration; but, as she declined to do so, the offer of remission was recalled, and her lands at Cannanore were attached for arrears of peshkash. In 1854 the Laccadives were sequestrated on a similar account and brought under British management. The island of Minicoy, which the Bibi claimed as her private property, offered open resistance to the authority of Government, and was not finally brought under control until 1858.

The Bibi, who had succeeded her mother, daughter and successor of the lady who had signed the Treaty of 1784 (No. XXXIV), died in 1861. Shortly before her death, the Islands were restored to her, with a distinct intimation that, in the event of any acts of oppression or extortion being proved against her or her agents, Government would sequestrate the Islands in order to compel the introduction of good government. After her death the Madras Government, mistaking the rule of succession which requires that the claim of every heir must be derived from a female ancestor, and imagining that females only could succeed, recognised a distant female relative to the exclusion of her son Ali Raja. In 1863, however, on an appeal by Ali Raja and after further investigation of the case, his right to the succession was recognised. During his rule maladministration continued. Complaints on his part regarding the evasion by the Islanders of the monopoly of coir were frequent, and counter-charges were brought by them of oppression on the part of the Raja and his agents in collecting the dues. Enquiries conducted on the spot showed that the Raja's authority was completely in abeyance in the three principal islands, and that he was powerless to enforce the monopoly. He died in 1870, and was succeeded by his nephew Musa Ali Raja, but no improvement took place in the relations between the Raja and the Islanders. At length, as there was no hope of any reform in the administration, as the Raja declined to abolish the monopoly and the arrears of peshkash had again accumulated to a large sum, the Islands were attached and their administration was assumed by the British Government in 1875.

In 1889 the Madras Government, being of opinion that there was still no hope of any permanent reform if the Islands were restored to the Raja, proposed that they should be declared to be a British

possession and that a compensatory allowance should be assigned to the Raja. The Madras Government contended that legally the Islands were already British territory, as in 1792 all the territories of the Cannanore Raja had become the possessions of the Company by conquest, and were included among the cessions made by Tipu. The Government of India, however, could not agree in the view that the Islands were British territory. In 1895 the question attracted the attention of the Home Government, who ordered the immediate rendition of the sovereignty to the Raja on condition that he cleared off the arrears. This was found to be beyond the Raja's powers and became every year more and more difficult; for arrears continued to accumulate and by 1908 had with interest reached the sum of Rs. 2,17,162.

Musa Ali Raja died in 1899 and was succeeded by Muhammad Ali Raja: to whom, in 1905, the Government of India made the following offer: that on condition that he ceded absolutely, on behalf of himself, his heirs, and successors, all claims and rights whatsoever, whether as sovereign or jenmi, in and over the Laccadive Islands and the Island of Minicoy, (*i*) all arrears of peshkash due by him would be remitted, (*ii*) the payment of the Amindivi compensation (see under *Northern Laccadives*) would cease, (*iii*) the Government would pay to him and to his heirs and successors a malikana of Rs. 23,000 per annum: one half being paid to him during his life, and after his death to the head of the family for the time being, as a personal grant for the maintenance of his position and dignity: and the other half being paid to him and to his heirs and successors as heads of the family for the use and benefit of such family, (*iv*) he and his heirs and successors would be allowed to hold, free of all peshkash or assessment, those lands on the mainland at Cannanore then held under the Karar or agreement of the 28th October 1796 (No. LV), (*v*) the title of "Sultan" would be conferred on him and his heirs and successors as a hereditary distinction, (*vi*) he and his heirs and successors would be exempted from personal attendance in Civil Courts.

This offer was accepted by Muhammad Ali Raja, but, before a formal agreement could be drawn up and executed by him, he died on the 5th September 1907. His sister and successor, Imbichi Bibi, though at first inclined to repudiate Muhammad Ali's acceptance, eventually agreed to the terms offered by Government. The Agreement (No. LXI) was signed on the 15th November 1908 by the Bibi, and on the 5th December 1908 by the Chief Secretary to the Government of Madras. It was ratified by the Governor-General on the 5th February 1909, with the sanction of the Secretary of State. Under this agreement the Islands form part of His Majesty's Indian Dominions with effect from the 1st July 1905.

Imbichi Bibi died in 1911 and, in accordance with the family custom that the eldest member, whether male or female, succeeds to the headship

of the family, her successor was Ahmad Ali Raja, son of the daughter of Imbichi Bibi's grandmother's sister. He died in 1921 and was succeeded by the present head of the family, Sultan Adi Raja Ayisha Bibi, daughter of Imbichi Bibi's mother's sister.

Northern Laccadives or *Amindivis.*—The inhabitants of the four northern islands revolted in 1785 against the authority of the Cannanore family, and sought the protection of Tipu, who in 1787 allowed the Raja to annex in lieu of these islands a jagir out of the territory of the Raja of Chirakkal. This jagir was reoccupied by the Raja of Chirakkal in 1791, and a claim to compensation for the loss of it was put forward by the Bibi of Cannanore in 1821 and conceded by the Court of Directors. A sum of Rs. 5,250, in the form of a remission of the peshkash, was annually paid to the head of the family on this account until 1908 when, under the terms of the agreement with Imbichi Bibi for the cession of the Laccadive Islands and Minicoy to the British Government (No. LXI), the payment of Amindivi compensation ceased. These Islands, which passed to the East India Company on the fall of Seringapatam in 1799, form part of the South Kanara District.

saltpetre to the French establishments in India. By the terms of the treaty the right to purchase the salt manufactured in the French settlements in India was farmed to the British Government, a certain quantity being reserved by the French authorities for domestic purposes. In return the British Government undertook to pay the French Government the sum of 4 lakhs of Sicca Rupees (Rs. 4,26,000) a year. British trade, however, was seriously affected by this arrangement; and, in order to prevent the contraband traffic which had sprung up, a Convention (No. LXIII) was concluded on the 13th May 1818 between the administrators of the French settlements in India and the Government of Fort St. George. This provided that the manufacture of salt in the French possessions throughout India should cease, during the continuance of the East India Company's charter, and 4,000 Star Pagodas (Rs. 14,000) should be paid annually to the French Government as an indemnification to the proprietors of the salt pans. The British Government also engaged to supply at prime cost such quantities of salt as would suffice for the domestic use of the inhabitants of the French settlements in India, the French Government agreeing to sell this salt at approximately the same price as obtained in the adjoining British districts. In 1837, on the expiry of the Company's charter, a fresh Convention (No. LXIV) was concluded which, with trifling modifications, renewed that of 1818. In 1839 the French made a separate convention with the Bengal Government as regards the supply of salt to the French settlement at Chandernagore. (*See* Volume II, Bengal.)

On the 14th August 1876 a Treaty* was concluded between Great Britain and France for the mutual extradition of fugitive criminals. Article 16 of this Treaty laid down the procedure to be followed in the colonies and foreign possessions of the two High Contracting Parties: and the Treaty was brought into effect by a British Order in Council passed on the 16th May 1878.

An informal agreement, known as the South Arcot Police Convention of 1872, was drawn up in that year between the police officers of Pondicherry and South Arcot, to facilitate the arrest of criminals in British and French territory: and in 1887 the Government of India approved of its extension to other parts of the Madras Presidency adjoining French territory, but ordered that it should remain on its existing footing of an informal agreement.

In 1903 the Government of India consented, on certain conditions, to postal consignments intended for Pondicherry, forwarded by steamer from Indo-China and other French Colonies to Cuddalore, being allowed to pass through British Indian territory, in their transit by rail to Pondicherry, without the levy of customs duty upon import, and without being opened for examination.

* See State Papers, Vol. LXVII, pages 5—19.

V.—DUTCH SETTLEMENTS.

By the Treaty of the 17th March 1824 (*see* Volume II, Bengal) between the Dutch and British Governments, the Dutch ceded their factories and establishments in India to the British. In pursuance of article 8 of the treaty Commissioners, representing the two powers, were appointed to hand over and receive the various factories. Those on the Coromandel Coast were delivered in August 1825, and a Deed (No. LXV) to that effect was executed.

No. I.

ARTICLES of a PROVISIONAL TREATY concluded and agreed on between us THOMAS SAUNDERS, ESQ., PRESIDENT for the HONORABLE ENGLISH COMPANY on the coasts of COROMANDEL and ORIXA, GOVERNOR of FORT ST. GEORGE, &c., and CHARLES ROBERT GODEHEU, ESQ., COMMISSARY for HIS MOST CHRISTIAN MAJESTY, COMMANDER GENERAL of all the SETTLEMENTS of the FRENCH COMPANY on both sides the CAPE of GOOD HOPE and at CHINA, PRESIDENT of all the COUNCILS there established, and DIRECTOR GENERAL of the INDIA COMPANY of FRANCE —1754.

ARTICLES du TRAITÉ CONDITIONNEL conclu et arrêté entre nous, THOMAS SAUNDERS, ECUYER, et PRÉSIDENT pour L'HONORABLE COMPAGNIE ANGLOISE sur les côtes de COROMANDEL et d'ORIXA, GOUVERNEUR du FORT ST. GEORGE, &c., et CHARLES ROBERT GODEHEU, ECUYER, COMMISSAIRE pour sa MAJESTÉ très CHRÉTIENNE, COMMANDANT GÉNÉRAL de tous les établissements de la COMPAGNIE FRANCOISE tant en deçà qu'au delà du Cap de Bonne Espérance, et à la CHINE, PRÉSIDENT de tous les CONSEILS y établis, DIRECTEUR GÉNÉRAL de la COMPAGNIE des INDES de FRANCE.—1754.

ARTICLE 1.

The two Companies, English and French, shall renounce for ever all Moorish government and dignity and shall never interfere in any difference that may arise between the princes of the country.

All places, except those which shall be stipulated in the definitive Treaty to remain in the possession of the two aforesaid nations, French and English, shall be delivered up to the Moors.

ARTICLE 1.

Les deux Compagnies, Angloise et Françoise, renonceront à jamais à tout gouvernement et dignités Maures, et ne se mêleront jamais dans tous les différents qui pourroient survenir entre les princes du pays.

Toutes places, excepté celles qui seront dénommées dans le Traité définitif pour rester en la possession de chacune des dites deux nations, Françoise et Angloise, seront rendues aux Maures.

ARTICLE 2.

In the Tanjore country the English shall possess Devicottah and the French Karical, each with their present districts.

ARTICLE 2.

Dans le pais du Tanjore, les Anglois posséderont Divycotté et les François Kareikal, chacun avec leurs districts présents.

ARTICLE 3.

On the Coromandel coast the French shall possess Pondicherry, the districts

ARTICLE 3.

Sur la côte Coromandel les François posséderont Pondichery dont les dis-

of which are to be specified in the definitive Treaty. The English shall possess Fort St. George and Fort St. David, with the districts likewise to be specified.

tricts doivent être spécifiés dans le Traité définitif. Les Anglois posséderont le Fort St. George et le Fort St. David, avec les districts qui doivent pareillement être spécifiés.

The French shall form a limited settlement the situation of which shall be chosen between Nizampatam and the river of Gondecama exclusively, as an equivalent for the difference there is between Devicottah and Fort St. David together compared with Karical.

Les François formeront un établissement limité dont le lieu sera choisi entre Nizzampatam et la rivière de Gondekama exclusivement comme un équivalent de la différence des possessions de Divycotté et du Fort St. David joints ensemble avec Kareikal.

Or else,

Ou bien,

The districts of Pondicherry shall be made equal to those of Fort St. George and Fort St. David together, and in this case the French shall abandon the *point d'appuy* proposed above.

Les districts de Pondichery seront rendus égaux avec ceux du Fort St. George et du Fort St. David ensembles, et en ce cas les François abandonneront le Point d'appuy proposé cy dessus.

The alternative shall be left to the determination of the two Companies.

L'alternative sera laissée à la décision des deux Compagnies.

ARTICLE 4.

ARTICLE 4.

Masulipatam and Divy shall be neuter, leaving to the two Companies the choice of making a partition.

Masulipatam et Divy seront neutres, laissant aux deux Compagnies le choix de les partager.

Each nation shall have a house for commerce at Masulipatam, with an equal number of soldiers to guard it; in case this town should remain neuter Divy shall be delivered to the English if the French reserve Masulipatam, and if the French keep Divy the English shall have Masulipatam. In these two last cases equal districts shall be annexed to the possessions.

Chaque nation aura une maison pour leurs affaires à Masulipatam avec un nombre égal de soldats pour la garder au cas que cette ville soit décidée neutre. On remettra Divy aux Anglois, si les François se reservoient Masulipatam, et si les François gardent Divy les Anglois auront Masulipatam; dans ces deux derniers cas, ces possessions seront annexées de districts égaux.

ARTICLE 5.

ARTICLE 5.

The navigation of Narsapore river shall be free. The English may carry

La navigation de la rivière de Narsapour sera libre. Les Anglois

their settlement upon the banks of the said river or keep Bandermalunka, but they shall possess only one of those two places; the French shall have a settlement on the same river. The districts shall be equal between the two nations.

pourront porter leur établissement sur les bords de cette rivière ou garder Bandermalanka, mais ils ne posséderont qu'un de ces deux endroits. Les François auront un établissement sur cette même rivière, les districts seront égaux pour les deux nations.

ARTICLE 6.

The entrance of Ingeram river shall be free, neither the French nor the English shall possess the islands of Coringé and Yellacatipa. The English shall have their factory at Suncrapollam with its districts, and a warehouse at Nellepelly, the fortifications of which shall be razed.

The French shall have their factory at Yanam with districts equal to those of Suncrapollam, and they shall be at liberty to have a warehouse on the *terra firma* in case they judge it necessary for the convenience and ease of their trading business.

ARTICLE 6.

L'entrée de la rivière d'Ingeram sera libre. Ny les François ny les Anglois n'occuperont les Isles de Coringè et d'Yellacatipa. Les Anglois auront leur comptoir à Suncrapollam avec ses districts, et un magazin à Nellepelly, dont les fortifications seront razées.

Les François auront leur comptoir à Yanaon avec ses districts égaux à ceux de Suncrapollam, et il leur sera libre d'avoir sur la terre ferme un magazin, en cas qu'ils le jugent nécessaire pour la commodité et la facilité de leurs opérations de commerce.

ARTICLE 7.

In the Chickacul country as the English have Vizagapatam, the French may settle a factory where they please to the southward of Pondemarka or the northward of Bimlipatam, whether at Ganjam or Mafousbender, on an equality with Vizagapatam.

ARTICLE 7.

Dans le pais de Chikakol, les Anglois ayant Viziagapatam, les François pourront établir un comptoir où bon leur semblera au sud de Pondemarka ou au nord de Bimelipatam, soit à Ganjam ou à Mafousbander, sur un pied d'égalité avec Viziagapatam.

ARTICLE 8.

These conditions accepted on both sides, although they are not to be a law for a definitive Treaty in Europe, they shall nevertheless produce a truce between the two nations and their allies until news is received in India of the answers made in Europe concerning this agreement, which answers

ARTICLE 8.

Ces conditions reçues de part et d'autre, quoiqu'elles ne doivent pas faire loy pour un Traité définitif en Europe, cependant elles auront pour effect une trève entre les deux nations et leurs alliés, jusqu'à ce qu'on soit instruit dans l'Inde des réponses faites d'Europe touchant cet accord:

we promise *bonâ fide* to communicate to each other as soon as they shall be arrived by the ships of either nation.

lesquelles réponses nous promettons *bonâ fide* de nous entre communiquer dès qu'elles seront arrivées par les vaisseaux de l'une ou l'autre nation.

ARTICLE 9.

Neither nation shall be allowed to procure during the truce any new grant or cession or to build forts for the defence of new establishments. It shall only be lawful to rebuild and repair the fortifications now subsisting in the establishments they possess at this time, in order to prevent their entire ruin.

ARTICLE 9.

Il sera défendu aux deux nations d'acquérir pendant la trève aucune nouvelle concession ou cession de bâtir des forts pour la défense de nouveaux établissements. Il sera seulement permis de réédifier et réparer les fortifications actuellement sur pied dans les établissements qu'ils possédent maintenant, et cela pour empêcher leur ruine entière.

ARTICLE 10.

Until the arrival of answers from Europe to these Articles, which shall be transmitted thither by the first ships to be despatched, to be submitted to the decision of the two Companies under the pleasure and approbation of the two crowns, the two nations shall not proceed to any cession, retrocession, or evacuation of what they now possess. Every thing being to remain on the footing of *uti possidetis*.

ARTICLE 10.

Jusqu'à l'arrivée des réponses d'Europe sur ces Articles lesquels y seront envoyés par les premiers vaisseaux à partir, pour y être soumis à la décision des deux Compagnies sous le bon plaisir et l'approbation des deux couronnes, les deux nations ne procéderont point à aucune cession, rétrocession, ou évacuation de ce qu'elles possédent maintenant : toutes choses devant demeurer dans les termes *uti possidetis*.

ARTICLE 11.

With regard to the indemnification the two nations may expect for the expenses of the war, this Article shall be amicably adjusted in the definitive Treaty.

Done at Fort St. George the thirty-first day of December, one thousand seven hundred and fifty-four.

THOS. SAUNDERS.

ARTICLE 11.

Quant aux dédommagements que les deux nations pourroient prétendre pour les frais de la guerre, cet Article sera terminé à l'amiable dans le Traité définitif.

Fait à Pondichery le vingt sixième jour de Decembre, mil sept cent cinquante quatre.

GODEHEU.

ARTICLES and STIPULATIONS of a TRUCE concluded between us, THOMAS SAUNDERS, ESQUIRE, PRESIDENT for the HONOURABLE ENGLISH COMPANY on the coasts of COROMANDEL and ORIXA, GOVERNOR of FORT ST. GEORGE, &c., and CHARLES ROBERT GODEHEU, ESQUIRE, COMMISSARY for his MOST CHRISTIAN MAJESTY, COMMANDER GENERAL of all the settlements of the FRENCH COMPANY on both sides the CAPE of GOOD HOPE and at CHINA, PRESIDENT of all the COUNCILS there established, DIRECTOR GENERAL of the INDIA COMPANY of FRANCE, in virtue of a Provisional Treaty which we have signed the same day to promote the re-establishment of tranquillity in this part of India.

ARTICLES et CONVENTIONS d'une TRÈVE conclue entre nous, THOMAS SAUNDERS ECUYER, et PRESIDENT pour L'HONORABLE COMPAGNIE ANGLOISE sur les côtes de COROMANDEL et D'ORIXA, GOUVERNEUR de FORT ST. GEORGE, &C., et CHARLES ROBERT GODEHEU, ECUYER, COMMISSAIRE pour sa MAJESTE très CHRETINNE, COMMANDANT GENERAL de tous les établissements de la COMPAGNIE FRANCOISE tant en deçà qu'au delà du CAP de BONNE ESPERANCE et à la CHINE, PRESIDENT de tous les CONSEILS y établis, DIRECTEUR GENERAL de la COMPAGNIE des INDES de FRANCE, en vertu d'un Traité conditionnel que nous avons signé le même jour pour parvenir à rétablir la tranquiiité dans cette partie de l'Inde.

ARTICLE 1.

To take place on the 11th January 1755, the day of the expiration of the suspension of arms proclaimed the 11th October 1754, all hostilities shall cease between the English and French.

ARTICLE 1.

A compter du 11e Janvier 1755, jour de l'expiration de la suspension d'armes proclamée le 11e Octobre de 1754 tout acte d'hostilité cessera entre les Anglois et les François.

ARTICLE 2.

During this truce, which shall be in force until we are informed in India of the answers made in Europe concerning the said provisional Treaty, the troops of the two nations, French and English, shall not act against each other either as principals or auxiliaries.

ARTICLE 2.

Pendant la durée de cette trève qui aura lieu jusqu'à ce qu'on ne soit instruit dans l'Inde des réponses faites d'Europe touchant le dit Traité conditionnel, les troupes des deux nations, Françoise et Angloise, n'agiront les unes contre les autres ny comme parties principales ny comme auxiliaires.

ARTICLE 3.

The two nations, English and French, engage to oblige their allies to observe all that is stipulated for the accomplish-

ARTICLE 3.

Les deux nations, Angloise et Françoise, s'engagent à obliger leurs alliés à observer tout ce qui est stipulé

ment of the truce by virtue of the Treaty, and whoever shall dare to infringe it shall be reputed a common enemy and shall be reduced to good order by the force of arms.

pour l'accomplissement de la treve, en vertu du Traité, et quiconque osera l'enfreindre sera reputé l'ennemi commun, et sera forcé par la voye des armes à rentrer dans le bon ordre.

ARTICLE 4.

If either of the two nations, French or English, or their auxiliary troops or allies, shall commit any act of hostility, possess themselves of any place, or any one shall cause any damage to another during the said truce, both oblige themselves to make reparation proportionable to the damage and to the entire restitution of whatever shall be taken.

ARTICLE 4.

Si aucune des deux nations, Françoise et Angloise, ou leurs troupes auxiliaires ou alliés, commettoit quelque acte d'hostilité, s'emparoit de quelque place, ou que l'une causât quelque dommage à l'autre pendant la dite trève, toutes deux s'obligent à des réparations proportionnées au dommage et à l'entière restitution de ce qui aura été pris.

ARTICLE 5.

If the allies or other troops in the pay of either nation shall be guilty of any act of hostility or commit any pillages in the territories whereof either nation is now in possession, it shall be lawful for both nations to repulse their insults by force, by which the injured nation shall not be deemed to have infringed the present agreement.

ARTICLE 5.

Si les alliés ou autres troupes à la solde de l'une ou de l'autre nation commettent quelque acte d'hostilité, ou exercent des pillages sur les terres dont l'une et l'autre nation sont en possession actuellement, il sera libre à l'une et à l'autre de repousser leurs insultes par la force, sans que pour cela la nation offensée puisse être sensée avoir contrevenu au présent accord.

ARTICLE 6.

If the allies or auxiliary troops of either nation shall take up arms and insult the countries of which the nation they are allied to is now in possession, in this case the two nations shall assist each other against this enemy, who shall thereby become the common enemy of both.

ARTICLE 6.

Si les alliés ou troupes auxiliaires de l'une et de l'autre nation prenoient les armes, ou insultoient les pays dont la nation avec laquelle ils seroient liés est actuellement en possession, en ce cas les deux nations se prêteront secours et assistance pour s'opposer à cet ennemi qui deviendroit alors commun à toutes les deux.

ARTICLE 7.

The troops of the two nations shall be employed during this truce in the care of their present establishments and possessions. They may be transported freely and without any difficulty from one place to another at the pleasure of the Governors General, Commanders, etc., of each nation, and all persons actually under the protection of either flag may likewise go and come at pleasure without being molested either in their effects or persons.

ARTICLE 7.

Les troupes des deux nations seront employées pendant cette treve à la garde de leurs établissements et possessions présentes, elles pourront être transférées sans nulle difficulté et librement d'un endroit dans un autre suivant la volonté des Gouverneurs Généraux, Commandants, &c., de chaque nation, et toutes personnes actuellement sous la protection de l'un ou de l'autre pavillon pourront également aller et venir où bon leur semblera sans être inquiètes ny en leurs biens ny en leurs personnes.

ARTICLE 8.

Trade shall be free throughout the Carnatic and in all the countries to the northward of the Coromandel coast for the two contracting nations; they may fetch merchandizes from all the places in the dependence of each other and transport them freely without any restraint through the respective jaghires and territories.

ARTICLE 8.

Le commerce sera libre dans tout le Carnatte et dans tout le pays du nord de la côte Coromandel pour les deux nations contractantes, elles pourront tirer des marchandises de tous les endroits dépendants de l'un ou de l'autre, et les faire transporter librement sans aucune restriction quelconque au travers des jagirs, et terres respectives.

ARTICLE 9.

All common enemies or the particular enemies of either nation who shall come to attack the English and the French in their present possessions and trouble the tranquillity which is to reign in India, shall be repulsed by the united force of the two nations, French and English.

ARTICLE 9.

Tous ennemis communs ou les ennemis particuliers de l'une ou l'autre nation qui viendront attaquer les Anglois et les François dans leurs possessions actuelles et troubler la tranquilité qui doit regner dans le pays de l'Inde, seront repoussés par la force des armes réunies des deux nations Françoise et Angloise.

ARTICLE 10.

As soon as the truce is proclaimed, the mutual exchange of prisoners shall

ARTICLE 10.

Aussitôt la trève proclamée, on travaillera à l'échange mutuel des

be set about, man for man, and means shall be resolved on for the ease of those which shall not be exchanged.

prisonniers à nombre égal, et on se déterminera sur les moyens de soulager ceux qui ne seront point échangés.

ARTICLE 11.

Commissaries shall be appointed on both sides to examine into the infringements committed by each party or their auxiliary troops or allies, and settle the restitution to be made of all the places taken during the truce against the tenour of the suspension of arms, as likewise of all that may have been taken from them by the said auxiliary troops, in merchandizes, effects, money, &c., &c.; further to settle in a fixed method for a guide during the whole time of the truce, all the names and the extent of every country, pergunnah, and village, under the power and in the possession of the two nations, English and French.

ARTICLE 11.

Il sera nommé de part et d'autre des Commissaires pour examiner les contraventions arrivées de part d' autre ou par les troupes, auxiliaires ou alliés, et faire rendre toutes les places prises pendant la trève contre la teneur de la suspension d'armes comme aussi de ce qui pourroit leur avoir été enlevé par les dites troupes auxiliaires, en marchandises, denrées argent, etc., mais encore pour convenir d'une manière stable pour tout le temps de la trève des noms, et de l'étendue de tous les pais, terres, paraguanas et aldées qui sont au pouvoir des deux nations, Angloise et Françoise.

ARTICLE 12.

It is agreed that whenever in the course of the truce any complaint shall be made by either of the said nations of an infringement of the 4th Article, the said Commissaries on each side appointed shall certify and examine the fact that justice may be done accordingly to the injured nation, either by restitution or reparation, according to the nature of the injury received.

ARTICLE 12.

Il a été convenu que dès qu'il aura été formé pendant le cours de la trève quelques plaintes par l'une des dites deux nations contre la teneur de l'Article 4, les dits Commissaires nommés de part et d'autre vérifieront et examineront le fait pour y être en suite fait droit envers la nation lésée, soit par restitution, soit par dédommagement suivant la nature du tort qu'elle aura souffert.

Done at Fort St. George the thirty-first day of December, one thousand seven hundred and fifty-four

THOS. SAUNDERS.

Fait à Pondichery le vingt sixième jour de Decembre, mil sept cent cinquante quatre.

GODEHEU.

ADDITIONAL ARTICLES and STIPULATIONS to the foregoing TRUCE.

ARTICLE 1.

If any nation should attempt to erect a settlement within the bounds of the present possessions of either of the two Companies, both English and French shall jointly oppose and hinder any such undertaking.

ARTICLE 2.

The custom houses and inncans shall remain on the same footing as before the war, and no alteration shall be made in the duties paid on the importation and exportation of goods of the produce or manufacture of the coast.

Done at Fort St. George the thirty-first day of December, one thousand seven hundred and fifty-four.

THOS. SAUNDERS.

ARTICLES pour être ajoutés à ceux du TRAITE de TREVE.

ARTICLE 1.

Si quelque nation entreprenoit de former un établissement dans l'étendue des présentes possessions de l'une ou de l'autre Compagnie Françoise et Angloise, les Anglois et les François se joindront pour s'y opposer et empêcher toute entreprise semblable.

ARTICLE 2.

Les douanes et inncans demeureront sur le même pied qu'elles étoient avant la guerre, il ne sera point fait d'innovations dans les droits payés sur l'importation ou l'exportation des marchandises de fabrique ou du crû du pays.

Fait à Pondichery le quatrième jour du mois de Janvier, mil sept cent cinquante quatre.

GODEHEU.

No. II.

SUNNUD from the NAWAB of ARCOT,—1763.

SUNNUD from the NAWAB for the seven MAGANS, belonging to the CIRCAR of HEWALEE TRIPASORE, situated in the PAYEN GHAT, and dependent upon the SOUBAH of ARCOT.

Be it known to the deesmookees, deespondees, mucuddems, husbandmen, and others, inhabitants of the said Magans, that in consideration of the great services rendered to my affairs by the English East India Company, their firm friendship for me, and the dependence I have of their always remaining in future in alliance with and supporting myself and sons, I have given and made over to them in jaghire the said seven Magans, as hereunder mentioned, computed value thereof being sixteen thousand nine hundred and forty-four Pagodas, fifteen annas (16,944-15), exclusive of the jaghiredars, shoterumdars, polygars, russoomdars, rozeenedars, and enamdars: you are therefore hereby strictly ordered to live in

due obedience to the said English East India Company, to pay them the money due at the fixed and stated times, and in every respect to look upon them as myself.

	Pagodas.	A.
Cotambauc *Magan* contains fifteen villages, computed value is .	2,590	3
Polle Magan contains eighteen villages, amounting to . . .	1,933	15
Poroor Magan contains fifteen villages, amounting to . . .	2,797	14
Tinnenoor Magan contains fourteen villages, amounting to . .	1,923	11
Pullaverum Magan contains twenty-two villages, amounting to .	3,400	12
Utteput Magan contains three villages, computed value . .	3,520	0
Ummerumbaree Magan contains fourteen villages, amounting to .	1,708	11
Total villages in the seven Magans one hundred and one, amounting to	17,875	2
Deduct *four* for the shoterums and enams	930	15
There remains to the Company ninety-seven villages, total value, Pagodas	16,944	15

Dated the 16th October 1763.

Nawab's Sunnuds for the Chingleput District.

Be it known to the deesmookees, deespondees, mucculddems, husbandmen, and others, inhabitants of the district of Chingleput, belonging to the said Circar, and depending upon the Soubeh of Arcot, for and in consideration of the many services rendered to my affairs by the English East India Company, their firm friendship for me, and the dependence I have of their always in future remaining firm in alliance with and supporting myself and sons, I have given and made over to them in jaghire the said district of Chingleput, as hereunder mentioned, the computed value thereof being ninety-eight thousand two hundred and thirty-two Pagodas, four and a half annas (98,232-4½) exclusive of the jaghiredars, shoterumdars, polygars, rossoomdars, roseenedars, enamdars, and the fort of Chingleput.

The rest runs in the same manner as that for the seven Magans.

	Pagodas.	A.
Chingleput Magan contains one hundred and twelve villages, amounting to	20,717	15½
Wurrungput Magan contains twenty-five villages and a half, amounting to	10,479	13
Tricoungonedum Magan contains one hundred and seventy-eight villages, computed value	53,404	15½
Wellanghum Magan contains thirty-two villages, computed value .	9,016	2
Total villages three hundred forty-seven and a half, computed value	93,831	13
Duties and customs, amounting to	4,400	7½
Total value, Pagodas .	98,232	4½

The Sunnud for Covelong, *alias* Siandel-Bender, excepts the Mint; the rest runs the same as that for the seven Magans; the computed value seventeen thousand five hundred and twelve Pagodas nine and a half annas (17,512-9½). Covelong contains fifty-four villages; total value of the district 17,512-9½.

Munnemungul pergunnah, belonging to the Circar of Chingleput, amounting to eighteen thousand five hundred and sixty-nine Pagodas, fourteen annas (18,569-14).

	Pagodas.	A.
The Sunnud for it runs in the same manner as that for the seven Magans and contains eight villages, value	5,503	2
Purcepan contains nineteen villages, value	3,305	2
Pillcepano contains eighteen villages, computed value . . .	1,450	0
Ocman contains seventeen villages, computed value . . .	5,297	8
Werregeerum contains twenty villages, computed value . . .	2,910	8
Total villages in this pergunnah 82, computed value .	18,466	14
1 shoterum deducted .	430	2
Remains . . . . 81, computed value .	18,036	12
Duties and customs, valued at	533	2
Total value of the district, Pagodas .	18,569	14
Poneer pergunnah, belonging to the Tripasore Circar, valued at seventeen thousand nine hundred and eighty-seven Pagodas .	(17,987)	
The Sunnud the same as that for the seven Magans.		
Poneer Magan contains eleven villages, computed value . .	919	8
Chinnecanmunna Magan contains fourteen villages, computed value	947	0
Ursoor Magan contains eight villages, computed value . . .	1,786	4
Poombauo Magan contains five villages, computed value . .	1,552	12
Juelloor Magan contains five villages, computed value . . .	1,614	4
Trippaulewannum Magan contains twenty-four villages, computed value	1,385	12
Perrumbore Magan contains six villages, computed value . .	1,487	0
Cantoor Magan contains eight villages, computed value . . .	1,922	0
Walloor Magan contains thirteen villages, computed value . .	599	0
Cautpillee Magan contains three villages, computed value . .	365	13
Meegoor Magan contains nine villages, computed value . . .	1,205	3
Chodeewurrum Magan contains twenty-one villages, computed value	1,214	4
Aumoor Magan contains ten villages, computed value . . .	1,346	12
Pedmulwauil Magan contains seven villages, computed value . .	600	12
Total villages in the pergunnah, one hundred and forty-five, computed value	18,557	8
Deduct the shoterums and jaghires, three	1,424	8
Remains to the Company one hundred and forty-two . . .	17,133	0
Duties and customs	854	0
Total value of this district, Pagodas .	17,987	0

The Sunnud for the Chiocutcoota pergunnah, in the Tripasore Circar, runs in the same manner as that for the seven Magans, and contains three villages, computed at four thousand and fifty Pagodas (4,050).

Hewalee Tripasore pergunnah, belonging to the same Circar, computed value thereof thirty-three thousand five hundred and sixty-four Pagodas, eight annas (33,564-8). The fort of Tripasore is excepted in the Sunnud. The remainder is the same as that for the seven Magans.

	Pagodas.	A.
Hewalee Tripasore contains ten villages, computed value . .	949	15
Poolerumbauc contains ten villages, computed value . . .	996	4
Woddœcarroe Magan seven villages, computed value . .	1,527	15
Yerrioor Magan five villages, computed value	207	0
Mujoor Magan nine villages, computed value	1,227	6
Pirrenoor Magan nine villages, computed value	1,395	2
Wengul five villages, computed value	889	14
Punnœpauc Magan three villages, computed value . . .	736	8½
Paulwade Magan twelve villages, computed value	1,604	1
Tunneeroolum twelve villages, computed value . . .	1.821	8
Teeroor fifteen villages, computed value	2,468	11
Yeocautoor Magan ten villages, computed value	885	5
Neewveloor Magan nine villages, computed value	2,250	12
Colerumbauc Magan eight villages, computed value . . .	1,066	0½
Muddrœmunglum Magan thirteen villages, computed value . .	2,965	3
Coteeoor Magan ten villages, computed value	772	2
Muppade Magan six villages, computed value	762	6
Chettren Magan twelve villages, computed value	1,360	7
Wullum Magan five villages, computed value	1,353	0
Moodechoor six villages, computed value	1,252	0
Ullecbullee	90	0
Yerreemutpollum fourteen villages, computed value . . .	3,058	0
Total villages . 191, computed value . . .	28,641	2
Deduct shoterum . 1	34	0
Remains villages 190	28,607	2
Duties and customs amounting to	4,957	6
Total value of this district to the Company, Pagodas .	33,564	8

Pedduppollum pergunnah, belonging to the Conjeveram Circar, amounting to twelve thousand four hundred and eleven Pagodas and six annas. The Sunnud for the pergunnah runs in the same manner as that for the seven Magans.

	Pagodas.	A.
Peddappollum contains nine villages, computed value	1,438	9¼
Arnee Magan contains ten villages, computed value	1,429	5
Nellerumban Magan contains eighteen villages, computed value .	1,135	13
Parewauil Magan contains five villages, computed value. . .	1,477	10
Cunderepade Magan contains four villages, computed value . .	1,621	12
Wurreemuddra Magan contains nine villages, computed value .	675	12
Malemaugham Magan contains seventeen villages, computed value .	1,024	13
Chinnumbade Magan contains eight villages, computed value .	3,092	8
Total villages . 80, computed value . . .	11,896	2½
Deduct shoterum . 1	3	6
Remains . . . . . . 79 amounting to	11,892	12¼
Duties and customs	518	9¾
Total value of this district to the Company, Pagodas .	12,411	6

Perrumbauc pergunnah, belonging to the Conjeveram Circar, amounting to five thousand one hundred and ninety-seven Pagodas and one anna. The Sunnud for this pergunnah runs in the same manner as that for the seven Magans.

	Pagodas.	A.
Perrumbauc contains twenty-six villages, computed value . .	5,197	1

Saliwauck pergunnah, belonging to the Conjeveram Circar, amounting to nineteen thousand and ninety-one Pagodas and eleven annas. This Sunnud runs in the same manner as that for the seven Magans.

	Pagodas.	A.
Saliwauck contains seventy villages, value	18,677	1
Duties and Customs amount to	414	10
Total value of this district .	19,091	11

Ootremaloor pergunnah, belonging to the Circar of Conjeveram, computed value twenty thousand nine hundred and eighty-five Pagodas thirteen annas. The Sunnud for the pergunnah is the same as that for the seven Magans.

	Pagodas.	A.
Ootremaloor contains sixty-two villages, computed value . . .	19,568	11
Customs and duties	1,417	12
Total value of this district .	20,985	13

Seeva, or Great Conjeveram pergunnah, belonging to the same Circar, computed value eleven thousand nine hundred and eighty-four Pagodas and one anna. This Sunnud runs in the same manner as that for the seven Magans.

		Pagodas.	A.
Conjeveram contains twenty-six villages, computed value		5,137	0
Pootaree Magan contains thirty-one villages, computed value		2,933	4
Goindewanddee Magan contains fourteen villages, computed value		1,773	7
Conereecoopum Magan contains eleven villages, computed value		1,879	3
Pooleloor Magan contains six villages, computed value		796	8
Total villages	86, computed value	12,524	6
Deduct shoterums and enams	5	2,474	10
Remains	81	10,049	12
Customs		1,934	5
Total value of this district to the Company, Pagodas		11,984	1

Vista, or Little Conjeveram pergunnah, belonging to the Conjeveram Circar, computed value eighteen thousand nine hundred and fifty Pagodas and fourteen annas. The Sunnud the same as that for the seven Magans.

		Pagodas	A.
Conjeveram contains fifteen villages, computed value		1,107	10
Jyumpaint Magan contains fourteen villages, amounting to		2,446	10
Cheewurrum Magan contains four villages, amounting to		1,547	9
Aureepauo Magan contains ten villages, computed value		1,290	2
Jyumgolum Magan contains ten villages, computed value		1,304	5½
Cholimbare Magan contains three villages, computed value		1,701	0
Tirapagoodee Magan contains nine villages, amounting to		1,468	10½
Nutteepeute Magan contains eight villages, computed value		1,523	6
Tinaree contains thirty-two villages, computed value		1,504	15
Tarimandelpauo Magan contains six villages, computed value		471	8
Total villages	111, computed value	14,365	13
Deduct shoterum and enams	3	628	5
Remains villages	108, computed value	13,737	8
Customs		5,213	6
Total value of this district to the Company, Pagodas		18,950	14

Carongoly pergunnah, belonging to the Conjeveram Circar (as far as is given to the Company), is computed at fifty-three thousand six hundred Pagodas and five annas.

The Sunnud mentions Muddenunt and other head Magans, situated on this side the river Marcawn, and excepts the forts of Carongoly, Allumporva, with the mint there. The remainder runs in the same manner as that for the seven Magans.

	Pagodas.	A.
Muddenunt Magan contains thirty villages, computed value . .	1,892	7
Moorepauo Magan contains nine villages, computed value . .	1,510	1
Urrumbelloor Magan contains six villages, computed value . .	1,841	8
Perrembarree Magan contains thirteen villages, computed value .	673	0
Wellaungar Magan contains ten villages, computed value .	350	13
Kinepancum Magan contains nine villages, computed value .	1,397	2
Perricaurna Magan contains nine villages, computed value . .	766	7
Urreeunnoor Magan contains five villages, computed value . .	358	6
Chengantoor Magan contains five villages, computed value . .	584	12
Soowenambut and Willewauo	2,397	4
Pootenacote Magan contains thirteen villages, computed value .	1,004	11
Coowuttoor Magan contains nine villages, computed value . .	2,552	8
Yerrumbare Magan contains seven villages, computed value . .	509	12
Chawor Magan contains three villages, computed value . . .	3,944	1½
Wurtee Magan contains seven villages, computed value. . .	532	14
Pulleeput Magan contains four villages, computed value . .	1,000	8
Miyoor contains three villages, computed value . . .	1,200	12½
Boodoor Magan contains five villages, computed value . . .	1,336	14½
Tinneloor Magan contains twenty-one villages, computed value .	2,629	0
Moorecumbauo Magan contains ten villages, computed value . .	1,739	14
Muddeecumbauo Magan contains twelve villages, computed value .	898	12
Chittauracurna Magan contains five villages, computed value .	376	2
Weddaulee Magan contains seven villages, computed value . .	708	12
Wettoor Magan contains eight villages, computed value . .	636	11
Nullaumoor Magan contains eleven villages, computed value . .	1,750	8
Ugirawauo Magan contains twenty-one villages, computed value .	2,659	11
Pillanpoor Magan contains eight villages and a half, computed value	4,895	4
Pulliyennor Magan contains fourteen villages, computed value .	3,964	4
Timmanporum Magan contains nine villages, computed value .	902	12
Willeecaur Magan contains twenty-four villages, computed value .	2,603	9½
Codoor Magan contains eighteen villages, computed value . .	623	7
Culleconum Magan contains twenty-six villages, computed value .	2,154	10
Yerracanluar Magan contains twenty villages, computed value .	3,823	10
Pullumbauo Magan contains eleven villages, computed value . .	951	9
Total villages on this side the river Marcawn three hundred and seventy and a half, computed value	55,146	12
Deduct shoterums, enams, and jaghires, twenty-one . . .	4,948	12
Remains villages three hundred and forty-nine, computed value .	50,198	0
Duties and customs	3,402	5
Total value of the district to the Company, Pagodas .	53,600	5

Cavantandelum pergunnah, belonging to the Wandevash Circar, situated in the Carnatic Payen Ghat, etc., computed value seventeen thousand and fifty-three

Pagodas, nine annas. The Sunnud runs in the same manner as that for the seven Magans.

	Pagodas.	A.
Cavantandelum contains twenty-two villages, computed value .	10,826	12
Willecanoor contains twenty villages, computed value	3,059	9
Hussoor contains twenty-five villages, computed value	3,167	4
Total villages 67, computed value Pagodas	17,053	9

Chinnamanaikpollum village, in the Frewande pergunnah, belonging to the Waldoor Circar, computed value one thousand and seventy-two Chucrams, eight annas. The Sunnud runs in the same manner as that for the seven Magans.

	Chucrams.	A.
Chinnamanaikpollum	1,072	8

Nuddeput village, in Vencatempeute pergunnah, belonging to the Waldoor Circar, computed value nine hundred and twenty-seven Chucrams, and eight annas.

	Chucrams.	A.
Nuddeput	927	8

GRANT from the NAWAB of ARCOT for the COMPANY'S JAGHIRE, dated 28th and received the 30th August 1765.

In consideration of the greatness of the friendship subsisting between the Company and me, their kind treatment of me, and the particular regard I bear to you, enclosed I have sent under my great seal a Sunnud for the several places that form the Company's jaghire in which the former and the present grant are included. I have inserted the word *entire* or *without any exception* also; though I must own at the same time that I see no kind of occasion for the expression, and that my making use of it has been merely out of regard to our friendship. What can I say more?

Be it known to the deesmookees, deespondees, principal inhabitants and husbandmen of the Tripasore, &c., pergunnahs belonging to the Carnatic Payen Ghat and dependent upon the Soubah of Mahomedpoor, *alias* Arcot, that I have appointed and made over to the English East India Company (who have taken great pains and labor in my affairs, are my true friends, and will ever remain firm and steady in alliance with and in supporting myself and sons) the aforesaid pergunnahs, &c., as hereunder expressed by way of jaghire, the revenues of which as entered in the Mogul's books amount to four lakhs four hundred and ninety-four Pagodas, four annas and a quarter (4,00,494-4¼) and chucrams six thousand and thirty-three (6,033): you, the said deesmookees, &c., must therefore take care to live in due obedience to the said Company and to pay them the proper revenues at the fixed and stated times, as according to their report whether in your praise or dispraise will be our favor or displeasure upon you. Look upon this as an order and comply accordingly.

Computed Revenues as put down in the Mogul's Books.

——	Pagodas. As.	Chucrams.	No. of Districts.	No. of Villages.
Madras, customs included	1,200 0	..	1	1
St. Thomas's district, customs included .	6,346 15	..	1	7
Poonamalee district, customs included .	34,840 0½	..	1	231
Trevendapoor	..	26,250 0	1	28

N.B.—The revenues of these four within the circumflex, amounting to Pagodas 42,386-15½, Chucrams 26,250, are mentioned not to be included in the sum of Pagodas 4,00,494-4½ and Chucrams 6,033, specified in the Sunnud, these being in a prior grant.

Computed Revenues as put down in the Mogul's Books.

	Pagodas. As.	Chucrams.	No. of Mohers or Districts.	No. of Villages.
Tripasore entire, customs included . .	37,177 4	..	1	211
The villages of Cotumbanbe, &c., belonging to the seven Magans, entire.	17,450 2	..	1	90
Poneer district entire, customs included .	20,351 0	..	1	150
Chicoutcota district entire, customs included	4,050 0	..	1	3
Peddapollum district entire, customs included.	12,414 12	..	1	80
Perrambauc district, entire	6,207 9	..	1	32
Munemungalum district entire, customs included.	19,000 0	..	1	81
Ootremaloor district, customs included .	20,985 13	..	1	62
Salliwauc district entire ditto . .	19,290 11	..	1	71
Seeva, or Great Conjeveram, ditto . .	19,414 6	..	1	99
Bishun, or Little Conjeveram, ditto . .	25,195 12	..	1	133
Cavantandelum district, entire	18,585 2½	..	1	74
Chingleput districts entire, customs included	1,00,446 10	..	1	302½
Slatdnut Bunder, *alias* Covelong district entire, customs included.	17,512 9½	..	1	54

——	Pagodas As.		Chucrams.		No. of Mehers or Districts.	No. of Villages.
Carongoly Bunder all on this side the river Mercawn entire, customs included.	62,257	7¼	..		1	387½
Chinnamanaikpolium village, belonging to the Trivedy pergunnah, entire.	..		1,072	8	1	1
Nuddeput village, belonging to the Venca-tompente pergunnah, entire.	..		927	8	1	1
Curremundel. &c., villages belonging to the Pullul, entire.	216	2	..		1	4
Chittamoor, &c., villages belonging to the Tundewullum pergunnah, all that arise on that side the river Mercawn, entire.	..		744	8	1	12
Husoor, etc., villages belonging to the pergunnah of the same name, all that are on this side the river Mercawn, entire, customs included.	..		3,288	8	1	15
Total amount of the present grants and those of the 16th of October 1763.	4,00,494	4½	6,033	0	20	1,934
Total amount of the old grants mentioned in the first part.	42,386	15¼	26,250	0	4	267
GRAND TOTAL .	4,42,881	3¾	32,283	0	24	2,201

Sub-division thereof.

——	Pagodas. As.		Chucrams. As.		No. of Mehers or Districts.	No. of Villages.
By the present grants now	34,490	4½	4,003	0	..	175
By those of the 16th of October 1763 .	3,66,004	0	2,000	0	20	1,759
By the old grants	42,386	15¼	26,250	0	4	267
Pagodas .	4,42,881	3¾	32,283	0	24	2,201

Dated the 21st of the moon Rubee-ul-awwul, in the year of the Hegira 1177, equivalent to the 29th October 1763.

Forms on the back of the Sunnud.

The Serishtadar's letter to the Nawab, informing him of the Sunnuds having been made out for the English East India Company the 16th of October 1763 to the amount of Pagodas 3,66,094 and Chucrams 2,000. Out of the several countries from which that sum arose there were many villages to the value of Pagodas 34,430-4¼ and Chucrams 4,033 (as entered in the Mogul's books) excepted; he requests therefore the Nawab's orders whether a new sunnud for the whole (which he particularises in the same manner as it is in the Sunnud) should be made out or not? To which the Nawab is said to answer in his own handwriting—"In consideration of the true friendship of the English East India Company and their remaining always in alliance with me, let a Sunnud for the whole jaghire without any exception be made out."

Registered in the Dewan's Office the 21st of the moon Rubee-ool-sanee in the year of the Hegira 1177, equal to the 29th October 1763.

N.B.—This is twice mentioned.

Registered in the Nawab's own Office the same day.

FIRMAUN from the MOGUL, being a confirmation of the NAWAB'S GRANTS to the COMPANY in the CARNATIC,—1765.

In these happy times our Firmaun, full of splendour, and worthy of obedience in all, is descended, purporting that whatever formerly has been given by preceding Moguls, or lately by Serajah Dowlah Mahomed Ali Khan, from the Circar of the Carnatic, in the parts above Madras, etc., to the high, mighty, etc., etc. English Company: We in consideration of their great pains and services, have, from our throne, the basis of the world *conferred upon* or *confirmed* to them, by way of enam or free gift, without allowing any person whatever any part or share therein; you, therefore, our sons, omrahs, visiers, governors, mootsuddees, for the affairs of the dewanship, mootecophils, for those of our kingdom, jaghiredars, and karorees, both now and hereafter, for ever and ever, exert yourselves in the strengthening and carrying into execution this our most high command, and cede and give up to the abovementioned English Company, their heirs and descendants, for ever and ever, the aforesaid Circar, and esteeming them likewise as entirely exempt, free, and safe from all displacing or removal, by no means whatever molest or trouble them, either on account of the demands of the dewan's office or those of our Imperial Court.

Looking upon this high Firmaun as an absolute and positive order, obey it implicitly.

Dated the 24th of the Moon Sophar, in the 6th year of our reign, equal to the 12th of August 1765.

The forms made use of on the back of this Firmaun correspond almost entirely with those on the back of that for the Northern Circars. The Kazzi's attestation is also in the same manner —See Volume IX, Hyderabad No. 1.

No. III.

REQUISITIONS from the NAWAB WOLLAU JAH and REPLIES from the GOVERNOR-GENERAL in COUNCIL,—1781.

The Requests of the Nawab Wollau Jah from the Governor-General.

1st.—Let a treaty be firmly established between us which may last for ever and be subject to no deviation.

2nd.—I am the hereditary Prince of the Carnatic and of Balla Ghat under Pran Ghat, and am independent of every one, and I have entire right and authority over my country, my children, my family, my servants, and subjects, and have power in the political and domestic administration of my country. This ought to be altogether dependent on me, and let not my friends interfere in it.

3rd.—As the Company and English nation are the protectors of my honor and government, they will act on those points only where the advancement of my interests is concerned.

4th.—Ten battalions of well-disciplined troops are stationed by me with the Company and are paid by me, let them take nothing from me except the pay of them, and let all the contingent expenses, the batta for their marches and the repairs of the forts be by my consent, and let the accounts of every three months be

Replies to the Request of His Excellency the Nawab Wollau Jah.

1st.—A temporary treaty shall be made subject to the revision and approbation of the Company; and it is hoped it may serve as the basis of another Treaty to be concluded under the orders and instructions of the Company and even with the sanction of the English Parliament, which may endure for ever, and rendered so binding that it shall not be in the power of any individual to break it or to depart from it.

2nd.—The rights and authority which the Nawab possesses over his country, his children, his family, his servants, and subjects in all the political and domestic administration of his country, we will maintain and support.

3rd.—Certainly.

4th.—Both the pay of these troops and their batta and contingent expenses, and even the repairs of the forts, if any repairs are necessary, ought undoubtedly to be charged to the Nawab's account, because these are expenses incurred for his own immediate service, and in the time of war

punctually delivered to me within the sixth month. When peace shall be restored I will discharge the amount regularly, and let the Governor and Council of Madras give me a full receipt, and in time of peace let them assist me with these ten battalions that I may settle the country subject to me and derive some advantage from the expense.

must depend upon the Commander-in-Chief of the forces under the customary regulations and restrictions. The remainder of this Article is very proper. But it seems strange to us that a claim should be made of this kind, or any doubts implied concerning it.

5th—Many polygars, notwithstanding that they have met with the greatest favor from me in time of peace, have from their ambitious and rebellious views joined my enemy Hyder Ali, and begun open war; I can therefore never place any reliance upon them or look upon them as deserving of favor. In this case my subjects are to be kept in awe by the punishment of these people, for which assistance is necessary.

5th.—The Nawab is master of his own country and the distributor of justice to his own subjects. This is so clear that it appears as if something more was meant than is expressed in the proposition.

6th.—After peace and alliance is made between me and the English Company, the enemies, the security and the dangers of both will be the same, that is to say, whoever of us suffers an injury, it will be felt by both of us. I therefore wish that the English in India or the King of Great Britain would make a Treaty of peace with the King of France, and let the peace and security of the Carnatic and the rights of my government without the connection of any one, and my power to appoint a successor in the Carnatic, be settled in a solid manner and included in the Treaty.

6th.—In whatever Treaty shall be concluded between the Nawab and the Company it will of course be stipulated that the friends or enemies of either party shall be held as equally the friends or enemies of the other, and their interest, their safety and their danger the same. Such has been the implied condition of the alliance hitherto subsisting between the Nawab and the Company, although unsupported by any written engagements. Respecting the latter clause of this Article, we are informed by Assam Cawn, the Nawab's dewan, that the Nawab possesses letters from the Company, the King's minister, and the King himself, on the subject of his will, and he has produced copies of those from the King and from the Company, which all express a clear acknowledgment of the Nawab's right to appoint a successor to the government of the Carnatic. It is therefore

unnecessary and would be unbecoming in this government to make any provision, even in a temporary Treaty, for such an event, which we hope is far distant. Such acknowledgments are equivalent to Treaties and of the highest possible authority, and must be binding on all the servants of the Company and on the King's subjects.

7th.—In the garrisons of my forts commandants and pay masters are sent who at the advice of their Dobashes, with a view to profit, lend money to the ryots at an exorbitant interest, and afterwards are pressing for the money and interfere in the government and assist one another, by which great injury is done to my subjects and to myself. Let it be positively ordered that without my permission no one lend money to my subjects, and that for what is past as well as future the interest on all loans be 12 per cent. per annum; and that if any person should act contrary to this and should distress the ryots, I shall complain against him and request his removal, and the Governor and Council of Madras will remove him from his office and appoint another person in his room.

7th.—We are greatly affected that any occasion should have been afforded for such complaints as are stated in this Article. They are no less repugnant to justice than injurious to the English reputation. We are willing to engage on the part of the English Company and of all their dependants that no one under their authority shall be permitted to lend money to any of the Nawab's subjects for the time to come, that it be prohibited in public orders, and that it is equitable that if any person shall act contrary to this prohibition or shall oppress the ryots, the Nawab shall have a right to require his removal, and that the Governor and Council of Madras shall be bound on such requisition to remove him and to bring to a public trial that he may suffer such sentence as shall be due to the degree of the offence if it shall be established against him. But as we conceive that it will be often difficult in cases of this nature to obtain such evidence of the facts as the strict forms of our military laws shall require, and must in every case render the Nawab popularly obnoxious by standing forth as he necessarily must in the character of a prosecutor against the servants of the Company, to whom he ought never to be known but by acts of benevolence, and as the appointment to military commands in his country is intended for his sole

benefit and the support of his government and interests, we proceed yet further to declare that the Nawab has just claim to object to the appointment of any person of whom he shall disapprove to any command in his country or to the continuance of any person in any such command against whom he shall have cause of sufficient validity for his own conviction to object, and that in every such case the Governor and Council ought to conform to his objections. But the invariable application of this rule can only be admitted in a time of peace. In a state of actual war it might be productive of dangerous consequences, and the principle on which it is constructed must be therefore in such a season left to the equity of the Governor and Council and the discretion of the Commander-in-Chief of the forces.

8th.—My constant wish has been to discharge the money due to the troops stationed by the Company, and I have always exerted myself for this purpose. From the commencement of my connection I have paid very considerable sums on this account, and on the day that Hyder invaded the Carnatic, I owed the Governor and Council of Madras less than one lakh of Pagodas, which I was in hopes of discharging by receiving bills from the bankers in the country, when in the meanwhile the attack of our enemy began, and I, instead of paying the balance in money to the Company, provided in my country a greater amount than that in rice and bullocks and sheep for the army, besides the stores in my forts, of which there is a large supply in Trichinopoly and a less quantity in Vellore, &c., and what was in those forts

8th.—This is just; let the Nawab consent and engage to assign all the revenues of his country during the war without any exception to the Company for the actual support of the war. Let the collections and their assignments be made by his own amils in conjunction with persons appointed by the President and Council of Fort St. George and invested with an authority from him to receive from the amils all the money which shall be collected; and to intercept and seize all sums of money which the amils or others shall attempt to secrete from the districts under their jurisdiction, that the whole may be applied and exclusively appropriated to the service of the war excepting such sums as the Nawab shall require to be paid immediately to himself for his own and the neces-

which our enemy has taken is in his possession.

Had not my bad destiny produced many obstacles there is no doubt but at this time I should not have been indebted one single Pagoda to the Company.

Of several talooks of the Carnatic, which are still secured from our enemy, the collections are included in the accounts of the Company, but some talooks are assigned to my creditors, and some I have received the peshcush in advance for. Whatever is collected from these mahals let it be expended for the Company, but for the satisfaction of my creditors my friends must be just: as soon as the enemy shall have left my country let the collections of those talooks be given to my creditors in order to pay off their principal agreeable to my engagements with them.

sary disbursements of his country; that he will remove and punish such of his amils as shall attempt to elude this regulation, and that the persons as above-mentioned appointed to receive the revenues, as a pledge of their integrity, shall be required to swear that they will be true to the trust reposed in them, and that they neither receive nor permit to be taken, either directly or indirectly, any portion of the revenues, but such as they shall bring to a public account; that of such talooks as have been assigned to the Nawab's creditors the net sums of the collections shall be received into the Company's treasury for the services of the war as above provided, but carried to the credit of the collection head of the Nawab's creditors to whom they have been assigned, to be hereafter distributed amongst them according to their respective claims. By this arrangement the resources of the Carnatic will be applied as they ought to be to its immediate defence and preservation, and the rights of the creditors will be secured,—and this agreeable to the request which the creditors themselves have formerly made.

9th.—For several reasons, and from the invasion of my enemy, which are not unknown to my friends, I am greatly distressed, and my subjects are not in a state to suffer me to have any hopes from them. With my exertions and endeavours alone it is difficult to adjust my concerns; it is necessary that my friends should be just and favourable to me and should assist me in this manner by giving into my hands after the defeat of our enemy the talook of Kurpah and Zeer Ghat and several mahals in Balla Ghat belonging to Carnatic Payen Ghat which

9th.—The recovery of the Carnatic from the hands of the enemy must be our first object. That of its dependencies will be the second; but it will not rest upon our ability. It cannot be made a fixed Article of a Treaty. The purposes for which the proposed annexations of Curkapah and Zeer Ghat Gutti and the several mahals in Balla Ghat, which belong to Carnatic Payen Ghat, is professed to be intended, is equally necessary for the service of the Nawab and of the Company, and the future security of their com-

are in my country and are my right, and I will maintain in my service 5,000 well disciplined horse for the collections of it.

10th.—The talook of Tanjore, which is my right, I at a considerable expense, conformable to the rules and practice of Hindostan, took possession of; in this my friends assisted me, for which I returned them thanks. Since that they have at the sole instigation of self-interested people taken it from me by force, which has brought great damage to me, my subjects, and creditors. To this time such is the situation, numbers of my creditors are Englishmen, which is not unknown to you, as I have repeatedly written to you. From that time my right has been given up to a ryot of mine, but no advantage has accrued from it to the Company's concerns, but, on the contrary, he has connected himself secretly with Hyder Ali and the Mahrattas and has refused to supply money and stores, but keeps all his money in Negapatam, a Dutch Settlement. If my friends would act justly and give the talook to me, great advantage would be derived for the Company and my affairs and the views of our enemies would be counteracted, otherwise let the whole collections of Tanjore be appropriated to the payment of the Carnatic army, my public and private debts, and the expulsion of our enemy. Tanjore is a talook of the Carnatic, and let a share of it be assigned to my creditors that they may be quieted and pacified in some degree till my friends in England shall have done me justice; and let the Governor General and Council conformably to their justice and greatness write about this matter which is my right. The Governor General and Council have the administration of affairs of India; if the enquiry into this matter depends on the gentlemen in

mon interests, and therefore must be equally the desire of both.

10th.—This Government hath no authority to enquire into the reciprocal claims of the Nawab and the Rajah of Tanjore. These are before a higher and a competent tribunal. We can only require that as the zemindaree of Tanjore is a member of the soubah or province of Carnatic, its resources shall in like manner be primarily, and at this time of common danger be exclusively, applied to the maintenance of the forces employed in the defence and preservation of the whole; that the revenues be taken in assignment and put under a commission similar to that proposed for the rest of the Carnatic, and received and applied in the same manner and for the same purposes. This requisition has been partly made, and shall be repeated in the above forms to the President and Council of Fort St. George. But it will rest with them to conform to it, or by rejecting it to take the responsibility of it upon themselves.

Europe, it is for the general advantage that they should write about it. I am the friend of the Company; the great weight of debts, the mortgaging my jewels and the sale of them have brought on me a disgrace and distress which the Company never meant to have come upon their old friend.

11th.—Besides the expenses of the Company, the pay of my troops, the native bankers my creditors, the Hindoo and Mussulman securities, I am indebted about 70 lakhs of Pagodas to European creditors, both old and new, and people living under the protection of the Company. When I reflect on the payment of such large sums I am plunged into a sea of distress. Except from the assistance of my friends I can see no release from this heavy load, that having escaped from such anxiety might apply myself to the cultivation of the country and the protection of the ryots. I therefore beg your advice and sentiments on this point, which I request you to give in such a manner as no injury may arise to my concerns and reputation, no detriment to my creditors, and no loss to the Company.

11th.—Our advice is this, that a new adjustment be made of all the Nawab's debts contracted with British subjects without any distinction of old debts, of those of a more recent kind called his consolidated debts, or of others newly contracted but not yet brought to any public account or adjustment; that the interest upon the whole and upon each debt shall be allowed and added to the original debt to the 25th November 1781 and thenceforward shall cease; that from such debts as have been transferred from the original proprietors by purchase or otherwise a deduction shall be made of 25 per cent. from the whole amount, and the remainder be the sum for which the Nawab shall be finally debited; that the adjustment being made in this manner the sum adjudged to be respectively due to each creditor shall be brought to his separate credit; that Company's bonds with the usual interest shall be granted to each who shall be entitled to a share in the sums received on account of the assigned revenues in the proportion of his respective debt, and in like manner to the creditors for advances made on the security of the public revenue for the sums brought to their account; and that it shall be left to the Nawab, with the concurrence of the President and Council of Fort St. George and the sanction of the Governor General and Council, to appropriate such a

portion of the revenues after the conclusion of the war or any period of it which shall admit of such an application of them, as an assignment for the annual payment of the debt until the whole shall be discharged; that this plan is recommended both to the Nawab, the President and Council of Fort St. George, and the creditors and will be transmitted to the Company in the first advices to them from this Presidency.

12th.—If an agreement shall take place accordingly to the abovementioned plan, it will be necessary both for the purpose of rendering it effectual and for preventing the like distresses from falling on the Nawab and individuals in future, that the Nawab shall solemnly engage that he will never hereafter borrow money from the Company's servants or any other British subjects; that the most public notice shall be given that no loans to the Nawab or bonds accepted upon such loans shall be valid or the loans recoverable by any influence or interference of the Company or its representatives; and the Governor General and Council will engage on their part for themselves, the Company, and their representatives, that no authority of the Company or of the Presidency of Fort St. George shall be employed for the recovery of any debts so contracted.

The Dewan having objected to the passage in the second reply which begins with these words, "But a state of war, etc.," and to all the words following in that Article, it is agreed to omit them and in the place of the preceding words "is incontestible" to substitute these, "we will maintain and support." Syed Assam Cawn having clearly understood and approved of all the replies of the Board with the above amendment, and a literal translation of the same being given to him in the Persian language, he, on the part of his master, agrees to them in every particular, and requests that the following Declaration may be affixed

to them for his and for the signature and seal of Mr. Richard Joseph Sulivan, whose name having been joined with Assam Cawn's in the credentials is therefore necessary to the complete ratification of any agreement founded on them.

We, Assam Cawn and Richard Joseph Sulivan, in virtue of full powers granted to us by Nawab Wollau Jah to negociate and conclude a Treaty of Agreement with the Honourable the Governor General and Council of Bengal, for and on account of the future regulation and management of the affairs of the Carnatic, and in the name and on the behalf of the Nawab Wollau Jah aforenamed, solemnly agree to all the conditions expressed in the preceding replies of the Governor General and Council to the annexed corresponding propositions made by Syed Assam Cawn Bahadoor, on the behalf of the Nawab Wollau Jah aforesaid, and do bind him the said Nawab Wollau Jah and do declare him to be bound to the performance of every thing required to be performed by him in the said replies in the same manner and as fully as if he himself had been present at the execution of this deed and had signed the same, regarding the same in the light of a Treaty executed in the usual form.

In witness whereof we have hereunto set our names and seals to this deed, and have caused it to be written on a paper to which the Nawab Wollau Jah himself hath with his own hand affixed his seal in our presence as a confirmation of his concurrence in whatsoever agreement should be written upon it by us, and of the sanction of his faith pledged for every obligation expressed and implied by it.

We, the Governor General and Council of Bengal, do in the name and on the behalf of the East India Company agree to all the conditions as they are expressed in the above replies made by us to the annexed and corresponding propositions of Syed Assam Cawn Bahadoor, and do solemnly bind ourselves and all the other representatives of the Company to the exact and faithful performance of the same, so far as they are expressed or can be understood to be binding on our parts, regarding it in the same light as a Treaty executed in the usual form.

No. IV.

SUNNUD from the NAWAB MAHOMED ALI for the transfer of the revenues of the CARNATIC to the BRITISH GOVERNMENT, DATED 2nd December 1781.

This paper is to have all the force and validity of a Sunnud, and no other instrument is necessary between His Highness the Nawab and the Governor, on behalf of the Company. His Highness empowers the Governor to appoint all renters or amildars to be confirmed by His Highness. The Governor to settle with them for rent. The time of renting to be for three or five years as the Governor shall settle with the renters. Rent not to be inferior to net revenue of His Highness's exchequer in similar circumstances. The orders which His Highness will give shall not affect the revenue. Orders relative to the revenue shall

proceed from Lord Macartney alone. Orders from His Highness and from His Lordship to be communicated to each other. His Highness will give usual cowles to the amildars who will be appointed by the Governor, with the addition of a clause declaring that all moneys are to be paid to the orders of the Governor only. The Governor obliges himself to pay to His Highness the sixth part of the revenue from time to time as the same shall be received by the Governor, and to pay it agreeably to His Highness's orders here or in the respective countries where the same shall be collected, as His Highness shall please to direct. The remaining five parts of the net receipt of the revenue shall be placed to His Highness's credit with the Company. The Governor to furnish receipts to His Highness from time to time for the sums that shall be received on His Highness's account.

His Highness declares that during the period now agreed upon of five years he will not remove or dismiss any renter without the knowledge and consent of the Governor. His Highness also empowers the Governor to regulate and receive all peshcush and all other revenues of the Carnatic: allowance to be made only by the Governor for the amount of His Highness's Sunnuds for giving peshcush for one or two years, granted before the second day of April last. All new Sunnuds to polygars to be given by His Highness and not by the Governor. Such revenues to be so regulated as not to be inferior to the net receipts in similar circumstances. The Governor to pay one-sixth part also of such peshcush and other revenue to His Highness; the remainder to be placed to his credit, as in the case of the amount of rents.

Lord Macartney will please to act conformably to this paper, which is signed and sealed in duplicate, both by His Highness and the Governor, and reciprocally delivered to each other.

Madras, December 2nd, 1781.

No. V.

PRELIMINARY TREATY with the NAWAB MAHOMED ALI,—1785.

PRELIMINARY ARTICLES of AGREEMENT to be entered into between HIS HIGHNESS the NAWAB of the CARNATIC and the GOVERNMENT of FORT ST. GEORGE, previous to the surrender of the Assignment, June 1785.

ARTICLE 1.

His Highness the Nawab agrees to pay his proportion of the current charges, as stipulated by the Company, to be finally settled by Treaty between His Highness the Nawab and the Governor and Council of Madras, agreeably to the late orders [illegible] the exact proportion of

be ascertained His Highness consents to consider it at four lakhs of Pagodas per annum.

ARTICLE 2.

His Highness the Nawab will likewise pay twelve lakhs of Pagodas per annum on account of his debts to the Company and private creditors, until those debts are discharged.

ARTICLE 3.

Under the two foregoing Articles, His Highness will pay sixteen lakhs of Pagodas per annum to the Company, who are to be answerable to the private creditors for the proportion allotted to them, according to the payments that shall be made.

ARTICLE 4.

His Highness agrees to give the same security for the above twelve lakhs of Pagodas per annum as is required of him by the Company for his proportion of the current charges.

ARTICLE 5.

In case of any failure in the payment of the kist when it becomes due, or within twenty days afterwards, it is hereby stipulated that the Company may possess themselves of certain districts hereafter mentioned to double the amount of the balance due by the Nawab at the time. When the Company find it expedient, under the conditions agreed on, to have recourse to this security, application must be made to His Highness the Nawab, who will inform the amildar or amildars of the amount of the Company's claim. The Company may exercise all necessary authority for collecting the revenues, but are not to disturb the Nawab's government by turning out the amildars or sheristadars. The Company's people employed in those districts are to give regular receipts for the moneys they shall receive; and when the full amount for which such district or districts stood answerable shall have been paid to the Company, their power will of course immediately cease, and the Nawab's authority be restored as fully as over any other part of the Carnatic.

ARTICLE 6.

Should any cause of complaint arise against the amildars of the districts so made over to the Company, it must be represented to His Highness the Nawab, who will give them satisfaction upon the subject, even to the dismissing the amildars and appointing others in their stead, if it should be necessary.

ARTICLE 7.

It has already been stated that when a kist, or any part of it that is due, shall remain unpaid more than twenty days, the Company may resort to the security given to them; but as, from the nature of revenue collections, the full produce of the country to make good the last kist cannot be received until the beginning of the following year, the Nawab requires two months for completing what may

remain due of the last kist, to the amount of two lakhs of Pagodas. Should the balance exceed that sum, two months after the kist shall have become due, the Company may take possession of the management, as before mentioned in the fifth Article of this Agreement.

ARTICLE 8.

His Highness the Nawab, taking notice of the particular stress the Company lay on the security to be required for the punctual payment of his share of the current charges, and being sensible of how much importance it is that the military expenses should be regularly provided for, His Highness agrees that the amount of his shares of the current charges shall be exclusively paid with the first kist, and as much of the second kist as may be necessary to make up the four lakhs of Pagodas. The remaining part of the second kist and the whole of the third kist, amounting to twelve lakhs of Pagodas, will be appropriated in discharge of His Highness's debt to the Company and his private creditors.

ARTICLE 9.

The whole sum of sixteen lakhs of Pagodas is to be paid in the manner following:—

First Kist, 30th September	Pagodas	3,00,000
Second Kist, 31st January	„	6,00,000
Third Kist, 10th July	„	7,00,000

It was submitted and known to His Highness the Nawab that the renters, his subjects, were employed under the Company, and His Highness engages to continue the same renters as long as they shall conduct themselves to his satisfaction, at the same time that he cannot consent to confirm them on the conditions of the Company's cowle.

ARTICLE 10.

The following districts are to be answerable to the Company in case of failure of payment:—

1. The district of Irwatoor with the villages of Tummenoor.
2. The district of Ellengad, etc., consisting of twelve Magans.
3. The district of Uspoor with the villages of Coonammead.
4. The pergunnah of Tendawannam.
5. The pergunnah of the Cusbah of Veerdacon, including nine mehals, and Terwadee and Veedvor and Veeramunnee and the talooka of Choalwatiee.
6. The pergunnah Bealpoor, including the pergunnahs of Tewramaloor, Tereeloor, Terman Nellore, Servapallam, and Terwum Nellore.
7. The villages of Arcot and Aralwadie.
8. The pergunnah of Weerdachal, Gograpoor, Woolumgaul, and Senemorhtie.
9. The pergunnah of Halwanasoor.
10. The pergunnah of Kulcoorshee.
11. The jaghire of the fort of Pramedaguddah and the talooka of Shunkropoor.

12. The pergunnah of the Cusba of Nusreelguddah.
13. The villages of Pumatoor.
14. The talooka of Cunanore.
15. The pergunnah of the Havealu of Tumamel, including the villages of Culleepauk.
16. The villages of Advormungal.
17. The pergunnah of Paloor, etc.
18. The pergunnah of Chungour.
19. The pergunnah of Telgoody, etc.
20. The pergunnah of Demarpauk.
21. The villages of Vellapauk.
22. The villages of Mundeall.
23. The talooka of Tunmerie.
24. The villages of Chuckrangpoor.
25. The pergunnah of Chelingavaram with Tuckolum.
26. The villages of Chucknamulloor with Nantery.
27. The talooka of Avaloor.
28. The talooka of Mealcherry.
29. The talooka of Vanlapundiel.
30. The pergunnah of Pendie, etc.
31. The talooka of Weapoor.
32. The villages of Coondapoor and Canverypauk.
33. The pergunnah of Amboor.
34. Tulleput and Agraram.
35. The talooka of Alleenoor.
36. Worriori Pollam.
37. Vallundapoor, excepting the jaghire of Runjenagudd.

Their value is estimated at six lakhs of Pagodas per annum; and if the deficiency exceed what the above districts can make good, in the proportion mentioned in the fifth Article of this agreement, the Nawab is then to specify other districts in addition, and make them over to the Company accordingly, with due regard to the spirit of such obligation.

The security for the twelve lakhs on the Arcot districts is accepted upon a full conviction that Soucar security is not valid: but should the Bengal Government judge that the Soucar security should be taken in preference to it, the Nawab agrees to cancel the security he has already given, and substitute Soucar security in its stead.

ARTICLE 11.

Should there be any essential failure in the crops, owing to the want of rain or otherwise, it is agreed that a deduction be made, not from the current charges, but from the twelve lakhs stipulated to be paid to the public and private creditors, to the extent of the injury the Company may sustain, as shall be estimated and fixed on by the Governor and Council.

ARTICLE 12.

The Company having been pleased to direct that a Treaty be formed with His Highness the Nawab, embracing some essential points, which cannot at present

be ascertained, and as it is His Highness's wish that the Treaty, when concluded at Madras, should be ratified by the Governor-General and Council of Bengal, which would take up some time, and consequently prevent the orders of the Company regarding the assignment being carried immediately into effect, the above preliminary Articles of agreement have therefore been entered into between His Highness the Nawab and the Governor and Council, which are hereby declared to have all the force of a Treaty: and as to what respects the twelve lakhs of Pagodas to be paid yearly on account of the debt due to the Company and private creditors, an instrument, separate from the Treaty, to the effect above-mentioned, shall be executed under the seal and signature of His Highness the Nawab.

ARTICLE 13.

The within conditions being first duly signed and sealed by the respective parties, the agreement of the 2nd December 1781 will be immediately returned to His Highness the Nawab, who is hereby restored to the possession of and full exercise of sovereignty over the Carnatic.

SIGNED BY THE NAWAB.

ALEX. DAVIDSON.

T. OAKES,
C. FREEMAN,
J. CHAMIER, } Witnesses;

June 1785.

No. VI.

TREATY with the NAWAB MAHOMED ALI,—1787.

TREATY of PERPETUAL FRIENDSHIP, ALLIANCE and SECURITY concluded between the HONORABLE MAJOR GENERAL SIR ARCHIBALD CAMPBELL, KNIGHT of the BATH, PRESIDENT and GOVERNOR of FORT ST. GEORGE and the COUNCIL thereof, on the part of the UNITED COMPANY of MERCHANTS of ENGLAND trading to the EAST INDIES and His HIGHNESS the NAWAB WOLAU JAH OMMEDUT-OOL-MOOLK UMMEER-OOL-HIND AUSUPH DOWLAH ANWERDEEN KHAN BAHADOOR, ZAFFER JUNG SIPPA SALAR, SOUBADAR of the CARNATIC, on behalf of himself, his heirs and successors.

The Court of Directors of the Honourable United East India Company having taken into their serious consideration the great advantages which may be attained by improving the blessings of peace now happily re-established on the coast of Coromandel and the Carnatic, and considering the present hour the best

suited for settling and arranging, by a just and equitable Treaty, a plan for the future defence and protection of the Carnatic, and the Northern Circars on a solid and lasting foundation, have communicated these their sentiments to His Highness the Nawab of the Carnatic, who being fully impressed with the propriety and wisdom of such an arrangement, has for himself, his heirs and successors, adjusted and concluded a solid and permanent Treaty with the President and Council of Fort St. George upon the principles and conditions hereinafter mentioned; in consequence whereof it is stipulated and agreed that due provision shall be made for the military peace establishment; and also that for discharging the expense of war, in the event of war breaking out in the Carnatic or on the coast of Coromandel, certain contributions or proportions of the revenues of the contracting parties shall be united into one common stock to be applied for their mutual security and defence. And as it is necessary that the application of the said contributions, both for peace and war, shall be reposed in the United Company or their representatives, together with the direction of the war, the command of the army, magazines of stores, and provisions (the granaries and present magazines of His Highness the Nawab excepted), with full power to occupy or dismantle such forts as by them shall be deemed necessary for the general security, the said contracting parties do hereby solemnly engage and agree, for themselves and their successors, to and with each other in manner following, that is to say :—

ARTICLE 1.

The friends and enemies of His Highness the Nawab of the Carnatic and of the English United East India Company shall be considered as the friends and enemies of both.

ARTICLE 2.

His Highness the Nawab of the Carnatic will contribute towards the military peace establishment, and shall pay into the treasury of the said United Company the annual sum of nine lakhs of Pagodas, to commence in the Fuslee 1197, corresponding to the 12th July 1787, as his fixed proportion, divided into kists payable at the following periods, that is to say :—

30th November	3,00,000
31st March	6,00,000
Star Pagodas	9,00,000

ARTICLE 3.

That the Honourable East India Company will, in like manner, contribute, and, with the aid of Tanjore, shall pay and make good such further sums as may be necessary to discharge the expense of the military peace establishment, beyond the said annual contribution of His Highness already mentioned.

ARTICLE 4.

That for the satisfaction of His Highness the Nawab of the Carnatic, his heirs and successors, the President and Council of Fort St. George shall furnish His

Highness annually with an accurate account, shewing the number of troops maintained and the names and situations of the garrisons supported by the annual contributions, and particularly the troops and garrisons maintained by the nine lakhs of Pagodas annually contributed by His Highness to the general defence.

ARTICLE 5.

In case of failure in the punctual payment of the nine lakhs of Pagodas already mentioned, to the amount of one lakh of Pagodas in any kist, for the period of one month after the same shall become due, His Highness the Nawab agrees that certain districts specified in the Schedule No. I, hereunto annexed, shall be made answerable for such failure, and that the Company shall have power to appoint superintendents or receivers to collect and receive from the Nawab's amildars all the rents, revenues, duties, customs, and peshcush of the said districts; and these superintendents or receivers shall exercise all necessary authority for collecting such rents, revenues, &c., giving regular receipts for all the moneys which may be received by the said superintendents, who shall have full power to inspect and examine all cutcherry receipts and accounts of the lands and districts aforesaid, as well as to ascertain the state of all other revenues which shall be collected annually from customs or from the zemindars or polygars, tributaries to His Highness within the said districts; and when the full amount for which such districts stood answerable shall have been paid to the Company, the superintendent or receiver shall be immediately recalled.

ARTICLE 6.

At the appointment of the superintendent or receiver, the Nawab will furnish the Company with the obligations the amildars of each district shall have given to the Circar, and if they do not pay the money punctually to the superintendent or receiver agreeable thereto, the Nawab, at the request of the Governor in Council, will immediately dismiss the said amildars, and appoint by Sunnuds such others in their stead as the President in Council of Fort St. George shall recommend, after taking from them the usual obligations, which shall be delivered to the Company by His Highness.

ARTICLE 7.

That the exercise of powers over the said districts and farms, by virtue of the conditions mentioned in the fifth and sixth Articles, in case of failure in the payment of any of the said kists, shall not extend or be construed to extend to deprive His Highness the Nawab of the Carnatic, or his successors, of the civil government thereof, the credit of his family, or the dignity of his illustrious house, but that the same shall be preserved to him and them inviolate, saving and excepting the powers in the foregoing Articles expressed and mentioned.

ARTICLE 8.

That in the event of any war breaking out in the Carnatic or on the coast of Coromandel, the said United Company will charge themselves with the direction,

order, and conduct thereof, and during the continuance of such war shall apply four-fifths of their whole revenues in the Carnatic and the Northern Circars annually to the military expenses of the war. To remove every doubt on the part of His Highness of any secretion or diversion of the said revenues from the purpose aforesaid, His Highness the Nawab of the Carnatic, in behalf of himself, his heirs and successors, shall have full power and authority during such war to appoint one or more inspectors or accomptants to inspect and examine the cutcherry receipts of all the districts of the Company in the Carnatic and the Northern Circars, as well as the state of all the other revenues collected from the customs, from the zemindars and polygars tributary to the Company.

ARTICLE 9.

That in the like event His Highness the Nawab of the Carnatic, after deducting from the whole amount of his revenues 2,13,421 Pagodas annually for jaghires to the family of His Highness, and 21,366 Pagodas annually for charities, shall and will pay into the treasury of the said United Company four-fifths of his revenue to the general expense of such war, to be applied in such manner as the said United Company or their representatives shall find necessary for their common safety and interests, as also for the interests of their allies in the Carnatic and on the coast of Coromandel; and it is moreover agreed that His Highness's proportion of the debts of the war will henceforth be settled at twenty-five fifty-one parts.

ARTICLE 10.

For the more effectual security of the payments of four-fifths of the revenues of His Highness annually to the military expenses of th. war, and to remove every doubt on the part of the Company of any secretion or diversion of the said revenues from the purpose aforesaid, the President and Council of Fort St. George, in behalf of the Company, shall have full power and authority during such war to appoint one or more inspectors or accomptants to inspect and examine the cutcherry receipts of all the countries and districts of the Nawab, as well as the state of all the other revenues collected from the customs and from the zemindars and polygars tributaries to His Highness; and in case the said four-fifths of the revenues or any part thereof are diverted from the discharge of the current expenses of the war or the debts and expenses incurred thereby, the said United Company shall have full power to appoint superintendents and receivers over the said countries and districts of the Nawab in the manner specified in the fifth Article of this Treaty respecting the districts mentioned in Schedule No. 1, with the same authority and under the like restrictions and conditions expressed in case of failure.

ARTICLE 11.

That the said annual four-fifths, payable from the revenues of His Highness the Nawab of the Carnatic, shall, after the termination of the war, continue to be applied to the discharge of all debts and expenses that may be incurred or

arise during the course of the war until his proportion of twenty-five fifth-one parts is paid off and discharged.

ARTICLE 12.

It is expressly understood and declared that so soon as the expenses incurred by the war are paid off and discharged, the superintendents and receivers shall be immediately recalled; and it is further expressly declared that the eleventh Article shall not have any retrospect to the expenses of any war antecedent to the date of this Treaty.

ARTICLE 13.

That after the termination of such war and during the application of the said gross revenues to the debts and expenses thereof, the second, third, fourth, fifth, and sixth Articles of this Treaty shall be and remain dormant and be of no effect; but shall recommence and regain their full force and validity from and immediately after all the debts and expenses of such war have been fully and proportionally paid off and discharged.

ARTICLE 14.

In case His Highness shall at any time have occasion for any number of troops for the security and collection of his revenue, the support of his authority, or the good order and government of his dominions, the said United Company shall and will furnish a sufficient number of troops for that purpose on a public representation being made by His Highness to the President in Council of Fort St. George of the necessity of employing such a force and the objects to be attained thereby. In case of the march of such troops, the additional batta and expenses attending their movements will be annually discharged by His Highness at the end of each year.

ARTICLE 15.

Whenever the Company shall enter into any negociations wherein the interests of the Carnatic and its dependencies may be concerned, the President in Council of Fort St. George shall communicate the proceedings to His Highness the Nawab of the Carnatic as the firm ally of the Company; and although the direction of the combined force of the country is committed entirely to the Honourable Company or their representatives, it is nevertheless understood that His Highness shall be informed of all measures which shall relate to the declaring of war or making peace with any of the princes and powers of Hindostan, so far as the interests of the Carnatic may be immediately concerned therein, and the name of His Highness shall be inserted in all Treaties regarding the Carnatic, and His Highness will not enter into any political negociations or controversies with any State or power without the consent or approbation of the President in Council of Fort St. George.

ARTICLE 16.

Nothing in this Treaty contained shall be understood to injure the claim of His Highness the Nawab to the Tanjore country.

ARTICLE 17.

Should there be any essential failure in the crops in the time of peace, owing to the want of rain or any other unforeseen calamity, a deduction shall be made in the Nawab's kists to the extent of the injury which the revenues may sustain, as shall be estimated and fixed on by the Governor in Council, to whom His Highness grants full power and authority to appoint one or more superintendents and accomptants to inspect and examine the cutcherry receipts of all the countries and districts of His Highness the Nawab of the Carnatic for the purpose of ascertaining the amount of such deduction, which is to be carried as a charge to the account current of His Highness.

ARTICLE 18.

It is hereby stipulated that the conditions mentioned in the Articles of agreement between the President in Council of Fort St. George and His Highness the Nawab, dated the 28th June 1785, for payment of four lakhs of Pagodas annually to the Honourable Company, shall be null and void, the same being comprehended and included in the conditions of the present Treaty.

ARTICLE 19.

It is further stipulated that the said Articles of agreement, dated the 28th June 1785, as far as relate to the discharge of the debts of His Highness the Nawab, shall be and continue in full force and virtue.

In confirmation of all the Articles in the preceding Treaty, the President and Council of Fort St. George, invested with full power on behalf of the India Company, have subscribed and sealed two instruments of the same tenor and date at Fort St. George on the 24th day of February in the year of the Christian era 1787; and His Highness the Nawab Wolau Jah, for himself, his heirs and successors, hath also subscribed and sealed the same instrument at Chepauk House the 5th day of the moon Jemadee in the year of the Hegira 1201.

ARCHIBALD CAMPBELL.

ALEXANDER DAVIDSON.

JAMES HENRY CASAMAJOR.

JOHN MACPHERSON.

JOHN STABLES.

JOHN CHAMIER, *Secretary*.

CHARLES BONNY, *Secretary*.

A. M. CAMPBELL, *Secy. to Govt.*

Schedule No. 1.

In the annexed Treaty referred to.

1. The district of Trivatoor with the villages of Tremmanoor.
2. The district Ellengad, &c., consisting of twelve Magans.
3. The district of Uspoor with the villages of Oonummead.
4. The pergunnah of Tindavanam.
5. The pergunnah of the Cusbah of Verdaoor including nine mahals and Tervades and Veedaoor and Veeramunnee and the talooka of Ahoalwailee.
13. The villages of Permatoor.
14. The talooka of Cannanore.
15. The pergunnah of the Havialee of Ternamel including the villages of Callispauk.
16. The villages of Adoormungah.
17. The pergunnah Paloor, &c.
18. The pergunnah of Chingum.
19. The pergunnah Talgoody, &c.
20. The pergunnah of Damarpauk.
21. The villages of Villapauk.
22. The villages of Mundial.
23. The talooka of Timmeree.
24. The villages of Chuckrauzpoor.
25. The pergunnah of Cholingavaram with Tuckalum.
26. The villages of Chuckramullar with Mauteary.
27. The talooka Awaloor.
28. The talooka of Mealcharry.
29. The talooka of Vanlapundoil.
30. The pergunnah of Pourda, &c.
31. The talooka of Weapoor.
32. The villages of Coondapoor and Cawverypauck.
33. The pergunnah of Amboor.
34. Tulleput and Agraham.
35. Talook Alleanere.
36. Warriorepollam.
37. Vallicundapoor excepting the jaghire of Rajinguda.
38. The district of Sellembar, one mahal.
39. The district of Cartmanaurgoody exclusive of the jaghire, one mahal.
40. The district of Bhoowangerry, one mahal.
41. The district of Verdachal, &c., five mahals.
42. The district of Vanelampeat and Feartnaggery, two mahals.
43. The district of Pudevear and Moolcaud, two mahals.
44. The district of Noonulgud, otherwise called Gingee, one mahal.
45. The district of Yeamputtoo and Pullygoondaput, one mahal.

The provinces of Trichinopoly—

Madura, Augle, and Palnaud.

It is stipulated and agreed at the time of executing this Treaty that the countries and districts in the above Schedule mentioned shall be answerable for any failure in the payment of the nine lakhs of Pagodas mentioned in the said Treaty;

and in case they should not be adequate to the discharge of any failure when such may happen, it is stipulated that His Highness the Nawab shall name other districts to make good the deficiency; but if they exceed the amount of such failure that His Highness shall keep back districts to the amount of the same.

ARCHIBALD CAMPBELL.

ALEXANDER DAVIDSON.

JAMES HENRY CASAMAJOR.

No. VII.

TREATY between the HONORABLE EAST INDIA COMPANY and the NAWAB of ARCOT, July 1792.

Whereas a certain engagement, entered into between the Honorable English East India Company and His Highness the Nawab of the Carnatic, bearing date the 24th February 1787, for the purpose of cementing an everlasting friendship with each other, and of contributing mutually towards the defence of the Carnatic and countries dependent thereon, whereby it was stipulated that the said Company should maintain a military force, and that the said Nawab should pay annually a certain sum of money arising from the revenues of the Carnatic, and should furnish sufficient and satisfactory security, under certain conditions expressed in the said engagement, for the regular payment of the sum stipulated to the said Company; and whereas it appears by the representations of the said Nawab, contained in a certain letter addressed by him to the Governor-General, etc., etc., dated the 18th of the month Shawal, 1206 Hegira (corresponding with the 9th June 1792), that the resources of the Carnatic are not competent to enable him to perform the stipulations in the said engagement; and whereas it further appears that the security which the said Nawab agreed in the above-mentioned engagement to furnish, for the due payment of the stipulated sum to the said Company, is in its nature inadequate to the end intended; and whereas certain agreements have also been entered into between the said Company and the said Nawab for the discharge of certain debts due by the said Nawab to private persons, it has been mutually agreed, in consequence of the above written circumstances, that the engagement aforesaid shall henceforth be considered by the contracting parties as annulled, and no longer of effect or in force, and, in lieu thereof the Right Honorable Charles, Earl Cornwallis, Knight of the Most Noble Order of the Garter, Governor-General, etc., etc., etc., invested with full powers on the part of the said Honorable English East India Company to direct and control the affairs of the said Company in the East Indies, in the name of and for the said Company, their heirs and successors, on one part, and the Nawab Wolau Jah Ummeer-ool-Hind Omdut-ool-Moolk Ausuph-ool-Dowlah, Anwerdeen Khan Baha-

door Zaffer Jung Sippa Salar, Nawab of the Carnatic, in his own name, and for himself and his successors, his eldest son Nawab Omdet-ool-Omrah Najun-ool-Moolk Assud-ool-Dowlah Hossein Ali Khan Bahadoor Zoolficar Jung, and his heirs and successors, on the other part, agree to the following Articles, which shall be binding on the respective contracting parties for the purposes contained therein, notwithstanding all or any of the conditions stipulated in the engagement dated the 24th February 1787 to the contrary.

ARTICLE 1.

The friends and enemies of either of the contracting parties shall be considered the friends and enemies of both.

ARTICLE 2.

In order to execute the foregoing Article in its full extent the Honorable English East India Company agree to maintain a military force, and the Nawab Wolau Jah Bahadoor agrees to contribute annually a certain sum of money, hereinafter mentioned, as his share of the expense of the said military force; the said Nawab further agreeing that the disposal of the said sum, together with the arrangement and employment of the troops supported by it, shall be left entirely to the said Company.

ARTICLE 3.

It is hereby also agreed, that for the further security and defence of the countries belonging and subject to the contracting parties in the Carnatic, etc., that all forts shall be garrisoned by the troops of the said Company; and in the event of war breaking out in the Carnatic and countries appertaining to either party, and dependent on the Carnatic or contiguous thereto, it is agreed, for the better prosecution of it, that as long as it should last the said Company shall possess full authority over the Carnatic (except the jaghires belonging to the family of the said Nawab, amounting to Star Pagodas 2,13,911, which, on condition of the good behaviour of the jaghiredars of the said jaghires, and of their fidelity to the said Nawab and to the said Company, shall be continued to them, subject to the pleasure of the said Nawab only, and except also certain charities, amounting to Star Pagodas 21,366 subject to the same conditions as are mentioned with respect to the jaghires) and shall collect the revenues thereof, the said Company hereby engaging that during such war they will pay to the said Nawab one-fifth share of the net revenue arising therefrom, and that at the conclusion of the war the Carnatic shall be restored to the said Nawab, except in certain cases which are hereinafter mentioned.

ARTICLE 4.

The Nawab Wolau Jah agrees to pay to the said Company, for the purpose of mutual defence, the sum of nine lakhs of Star Pagodas annually, as his share

of the expense for the military force; and also in consequence of certain agreements entered into by him with the said Company, and guaranteed by the Parliament of Great Britain, for the purpose of liquidating certain debts due by the said Nawab, a further sum of 6,21,105 Star Pagodas annually, which further sum of 6,21,105 Star Pagodas shall cease on the full liquidation of the debts above-mentioned, and the sum of 9,00,000 of Star Pagodas only shall continue to be paid by the said Nawab to the Company.

ARTICLE 5.

The said Nawab having agreed to pay the aggregate sum of 15,21,105 Star Pagodas, as mentioned in the fourth Article, determines that the tributes or peshcush payable by the polygars, as more particularly mentioned in the Schedule No. 1, hereunto annexed, shall be collected by the said Company, who agree to make the collection thereof at their own expense and risk, and that they will not increase the demand on the said polygars beyond the sum mentioned in the said Schedule, except in the case hereinafter mentioned, nor charge to the said Nawab either the expense attending the collection or any deficiencies that may arise thereon, but will give credit to the said Nawab annually for the aforesaid tributes or peshcush, in part payment of the sum of nine lakhs of Star Pagodas above-mentioned, without any deduction whatever. Although the contracting parties have in the present instrument agreed that the sum of 2,64,704 Star Pagodas 20 Fanams 26 Cash be deducted from the sum of nine lakhs of Pagodas as the amount of the tributes or peshcush from the polygars, yet should it on future enquiry appear that the said polygars ought, by virtue of any existing and lawful engagements, to pay a larger sum, it shall be demanded of them; and any addition that shall thus be made to the sums mentioned in the said Schedule shall be deducted from the sum of nine lakhs, in like manner with the sum of 2,64,704 Star Pagodas 20 Fanams 26 Cash, and a similar deduction shall in consequence be made in the kistbundy hereinafter mentioned. It is however mutually agreed that the diminution of this aggregate sum, which shall take place on the full liquidation of the debts, as specified in the fourth Article, shall make no change in this Article, which shall, notwithstanding such diminution, remain in full force.

ARTICLE 6.

The said Company, desirous of preserving the rights of sovereignty over the said polygars to the said Nawab, engage to the utmost of their power, and consistent with the realisation of the tributes or peshcush from them, to enforce the allegiance and submission of the polygars to the said Nawab, in customary ceremonies, and in furnishing the polygar peons, according to established custom, for the collection of the revenues, the support of government, and for the protection of the property of the inhabitants of the said Nawab's country, promising that all acts of authority shall be performed, and all accounts of revenue (of which

accounts the said Nawab, if he so wishes, shall be annually furnished with copies) shall bear his, the said Nawab's, name. For the better execution of this and the fifth Article, the said Nawab promises to furnish to the said Company, that is to say, to their representatives, the President and Council of Fort St. George, the necessary orders, under his seal and signature, addressed to each polygar, and to the purport hereof, without delay.

ARTICLE 7.

After deducting from the above-mentioned sum of nine lakhs of Star Pagodas, which forms a part of the aggregate sum of 15,21,105 Star Pagodas, mentioned in the fifth Article, the amount of the tributes or peshcush from the polygars, as specified in the Schedule No. 1, the said Nawab agrees to pay annually the remaining sum, being 6,35,295 Star Pagodas 15 Fanams 54 Cash, together with the further sum of 6,21,105 Star Pagodas for the purpose mentioned in the fourth Article, making the sum of 12,56,400 Star Pagodas 15 Fanams 54 Cash, at the following periods :—

On the 1st September	1,00,000	0	0
" 1st October	1,00,000	0	0
" 1st November	1,00,000	0	0
" 1st December	1,00,000	0	0
" 1st January	1,00,000	0	0
" 1st February	1,00,000	0	0
" 1st March	1,50,000	0	0
" 1st April	1,50,000	0	0
" 1st May	2,00,000	0	0
" 1st June	1,56,400	15	54
Star Pagodas	12,56,400	15	54

And it is mutually agreed that on the full liquidation of the debts before mentioned, when the payment of the sum of Star Pagodas 6,21,105 shall cease, by virtue of the fourth Article a reduction in equal proportion shall take place in the above instalments.

ARTICLE 8.

The said Nawab engages to make good to the said Company the payments of the sums, according to the instalments of kistbundy contained in the seventh Article; and if, contrary to his sincere intentions and exertions, any of the said sums shall not be fully paid at the expiration of fifteen days from the time limited, in that case the said Nawab agrees that the said Company shall assume the management of and make the collection of the revenues from the districts mentioned in the Schedule No. 2, hereunto annexed, according to the following conditions: and for this the present engagement shall be considered sufficient authority, the said Company, through their President and Council at Fort St. George, giving immediate and explicit information, according to the tenor thereof, to the said

Nawab, who shall, on the arrival of the Company's officers in the said district, recall all his officers, except one in each district, which officers shall remain at the sudder cutcherry, and shall be furnished annually, by the officers of the said Company, with copies of sudder cutcherry accounts, of the gross collections, and of the net receipts, under the attestation of the officer of the said Company, and of the sudder omlah of the district.

First.—The said Company shall assume the management of such district or districts, the revenues of which, after deducting the charges of collections, shall equal the amount of the kist which shall have fallen in arrear.

Second.—The said Company agree that a deduction shall take place proportionably from the amount of each of the ten kists above-mentioned, equal to the amount of the net revenue of the district or districts which shall have been assumed as above, such deduction commencing from the day that the assumption shall take place. It is also mutually agreed that an account, called "Balance Account," shall be immediately opened for this and other purposes hereinafter mentioned, bearing an interest of eight per cent. per annum, between the said Nawab and the said Company, in which the said Nawab shall be debited for the balance accrued in his above stipulated payments, and also for the amount deducted, as above, from the ten kists, and shall be credited for the net revenue collected from the said district or districts, the said Company continuing to exercise authority in, and to make the collections from the same, until, in consequence of the full liquidation of the debts and diminution of the annual sum to be for that purpose paid by the Nawab to the said Company, according to the fourth Article, the said balance account shall be equal on the debit and credit side, and nothing shall remain due to the said Company, then the said district or districts shall revert to the management of the said Nawab.

Third.—Whenever the said district or districts, thus assumed, shall be restored, according to the above condition, it is agreed that, in case of any of the kists for the sum remaining (after the deduction of the sum of 6,21,105 Star Pagodas, that is to say, for the sum of 6,35,295 Star Pagodas 15 Fanams 54 Cash) be not paid fifteen days after the expiration of the time limited, the said Company shall possess equal power to assume the districts mentioned in the said Schedule No. 2, as in the first instance, and shall accordingly assume such district or districts, the revenues of which, after deducting the charges of collection, shall equal the amount of the kist which shall have fallen in arrear, from which they shall realize the balance that shall have arisen from the payment of the kists, and shall give credit to the said Nawab for the surplus and subsequent net revenues, in part payment of the sum of 6,35,295 Star Pagodas 15 Fanams 54 Cash; and in this case the management of the district or districts thus assumed shall for ever continue in the possession of the said Company, any thing contained in the third Article of the present engagement to the contrary notwithstanding, and the said Company agree to give the Nawab credit for the revenue arising therefrom.

Fourth.—In order to prevent any loss arising to either party from this measure, it is mutually agreed that the district or districts which shall thus be assumed

by the said Company, shall be entire, as mentioned in the said Schedule and not parts of districts.

Fifth.—In consequence of this measure whereby the districts mentioned in the Schedule No. 2 become responsible for any arrears that may accrue in the payment of the above stipulated kists, the said Nawab agrees that he will not grant tunkaws, or assignments, on any account, on the revenues thereof; and if, contrary to this condition, any tunkaw or assignment should exist, where the said districts or any of them shall be assumed by the said Company, such tunkaws or assignments shall be declared by the said Company and the said Nawab to be of no value, nor shall they remain in effect.

Sixth.—It is agreed between the contracting parties that the above described balance account shall be annually adjusted, and a Committee, consisting of four respectable and capable persons, of which two shall be nominated by the said Company and two by the said Nawab, shall assemble, on the 1st day of August of every year, commencing with 1793, for the purpose of adjusting and drawing out a fair and equitable statement thereof.

ARTICLE 9.

In case the said Nawab shall at any time have occasion for any number of troops for the collection of his revenues, the support of his authority or the good order and government of his country, the said Company agree to furnish a sufficient number of troops for that purpose, on public representation being made by the said Nawab to the President and Council of Fort St. George, of the necessity of employing such troops and of the objects to be obtained thereby; and the said Nawab agrees to defray the additional expense of such troops so long as they may be employed at his request, this additional expense being the sum over and above the expense of such troops while in garrison or at fixed quarters: and it shall be at the option of the said Nawab to reimburse the said surplus expense, either on the conclusion of the service on which such troops may have been employed, in money, or to add it to the debit side of the account called balance account, as more particularly explained in the second condition of the eighth Article.

ARTICLE 10.

The said Nawab shall receive regular information of any negociation which shall relate to declaring war or making peace, wherein the said Company may engage, and the interests of the Carnatic and its dependencies may be concerned; and the said Nawab shall be considered as an ally of the said Company in all Treaties which shall in any respect affect the Carnatic and countries depending thereon, or belonging to either of the contracting parties contiguous thereto: and the said Nawab agrees that he will not enter into any negociation or political correspondence with any European or Native power without the consent of the said Company.

This Treaty, consisting of ten Articles, and having two Schedules annexed thereto, marked No. 1 and No. 2, shall be in force and have effect from 12th day

of July, 1792 (corresponding with the 22nd day of the month Zekaida, 1206 Hegira); and the contracting parties having affixed their respective seals and signatures to two counterparts, on the dates undermentioned, that is to say, the Right Honorable Charles, Earl Cornwallis, K.G., Governor-General, etc., etc., etc., shall affix his seal and signature to one counterpart, on the part of the Honourable English East India Company, and the Nawab Wolau Jah Bahadoor, Nawab of the Carnatic, shall affix his seal and signature to another counterpart, shall be exchanged.

Signed and sealed at Chepauk House, this 22nd day of Zekaida, 1206 and 12th day of July, 1792.

Schedule No. 1.

List of Polygars with the amount of their respecti e Tributes or Peshcush as mentioned and referred to in the fifth Article of the accompanying Treaty in force from the 12th day of July, 1792, corresponding with the 22nd day of Zekaida, 1206 Hegira.

				Star Pagodas	F.	C.
Camar Yackum Naigh	Vencategherry		....	21,673	10	64
Vencataput Naigh	Caleshe		....	10,775	0	0
Juppaty Rammanaud	Sydapoor, Madras					
		Pagodas	6,000 0			
				6,600	0	0
Bonnawse			....	32,586	9	0
Princewas Row	Arnee	Rupees	10,000 0			
				2,857	5	11
Butchey Naigh	Marangapoory		12,093 12			
Lingama Naigh	Nallum		8,598 12			
Zongama Naigh	Comavandy		10,483 12			
Saumy Naigh	Ramgunny		11,731 4			
Mootea Naigh	Petta Molingy		9,556 4			
Combia Naigh	Venamatapotam		6,400 0			
Bosamopa Naigh	Yeumula		642 2			
		Rupees	60,505 14	16,154	26	20
Maduram Sing Pettaputty Ramnautporam			....	62,857	5	11
Warriar Tarver, Mapilla, in the room of the Ranee and infant heirs of	Shevegungo		....	50,000	0	0
Polygars of the District	Madura		....	3.751	0	0
Varayoo Narama Vunnyam	Shevigerny		11,176 0			
Yesrapa Naik	Ellaporam		11,176 0			
Madurapah Taven	Wootamaly		8,128 0			
Coolava Taven	Nadoorvarcoocky		1,574 8			
Indera Talewen	Talwencotta		609 6			
Saule Talewen	Soumden		508 0			
Tady Talewen	Candombar		1,916 0			
Nulla Cooty	Lingumputty		314 0			

SCHEDULE No. 1—*contd.*

		Star Pagodas		F.	C.
Chaturoyen	Woorcad	304	8		
Choca Tulevan	Maucuhy	1,016	0		
Cataboon Naigh	Pandlem Courchy	11,176	0		
Audrooconda Vunnyan	Edyarumpuny	6,096	0		
Numja Naigh	Malemondy	1,016	0		
Erapa Naigh	Negataporam	6,604	0		
Severnaul Naigh	Caudelloody	1,320	8		
Pedenna Naigh	Attenghery	1,727	2		
Chinum Naigh	Munnarcotta	2,540	0		
Avalapa Naigh	Pawaly	1,168	4		
Reddy Cody Vunnyan	Aligoopoory	108	7		
Geokillapa Naigh	Gettaputty	1,168	5		
Colingada Gundon	Callarputty	6,604	0		
Chinnamunga Tavers	Chocumputta	6,604	0		
Comur Naigh	Saupetoor	5,791	2		
Golapa Naigh	Laudioor	1,930	4		
Ena Chinnama Naigh	Zelmuny	1,016	0		
Tottapa Naigh	Chinnulgoody	1,696	5		
Anneohy Naigh	Colatoor	1,016	0		
Tomichy Naigh	Parvar.	3,332	5		
Tripennada Tawen	Shatoor	5,080	0		
Paule Taleran	Ovideahporam	1,224	3		
Vanda Tawen	Gollingundon	365	8		
	Chuckrums	1,03,409	5	57,450	0 0
	Total Star Pagodas			2,64,704	20 26

Signed and sealed at Chepauk House, this
Signed and sealed at Fort William in Bengal this

SCHEDULE No. 2.

List of the districts with the amount of the net revenues from each, at which they shall be estimated and assumed, according to the eighth Article of the accompanying Treaty, in force from the 12th July, 1792 (corresponding with the 22nd Zekaida, 1206 Hegira).

Tinnevelly	Net Revenue	4,06,508
Madura	„	64,945
Trichinopoly, including Warriore, Pollom, and Arrialore.	„	2,51,139
Nellore	„	3,31,763
Ongole	„	93,334
Pulnaud	„	24,657
Northern Division of the Arcot Province	„	1,69,404
	Star Pagodas	13,41,770

By the first condition of the eighth Article of the said Treaty it is agreed that the said Company shall assume the management of such district or districts, the revenue of which, after deducting the charges of collection, shall equal the amount of the kist which shall have fallen in arrear; the said Company, therefore, by virtue of this condition, shall assume a district or districts from among the above-named, the net revenue of which shall be as near as possible equal to the amount of the kist which shall have fallen in arrears.

Signed and sealed at Chepauk House, this
Signed and sealed at Fort William in Bengal this

No. VIII.

ARTICLES of AGREEMENT for the adjustment of the DESH CAVELLY and TALEM CAVELLY of the province of Tinnevelly,—1800.

Whereas the polygars and cavilcarrahs of the province of Tinnevelly have been subjected to the exclusive authority of the Honorable Company; and whereas the performance of the duties and the collection of the fees attached to the offices of Desh Cavelly and Talem Cavelly within the districts still subject to the authority of His Highness the Nawab of the Carnatic in the said province of Tinnevelly have been attended with inconvenience to the executive government of His said Highness in the said province; and whereas it is the earnest desire of the Right Honorable Edward, Lord Clive, Governor of Fort St. George, etc., to comply with the wishes of His said Highness for promoting the welfare and tranquillity of his possessions in the province of Tinnevelly; it is mutually agreed between His said Highness the Nawab of the Carnatic, etc., and the said Right Honourable Edward, Lord Clive, etc., that the right of collecting Desh Cavelly and Talem Cavelly, in villages now subject to the government of His said Highness, shall be entirely relinquished by the cavilcarrahs now subject to the authority of the Company, the said Lord Clive taking on himself to make compensation to the said cavilcarrahs for the losses which they will in consequence sustain.

In consideration whereof the Nawab of the Carnatic, etc., agrees to relinquish all claims to the performance of the watching duties, and to compensation for theft or losses in the villages situated as above-mentioned; and His said Highness further agrees to make full compensation to be regularly paid in ready money at the Company's treasury for the amount of the actual loss sustained by the company by relinquishing the cavelly fees.

It is further mutually agreed that the accounts of the cavelly fees shall, with all convenient expedition, be investigated, to the end that, after deducting the amount of the charges of collecting the said fees as well as of the losses incidental to the performance of the watching duties within the villages subject to His Highness the Nawab, the residue may be paid by His Highness to the Company, being

the acknowledged and ancient right of the polygars and cavilcarrahs transferred by the Treaty of 1792 to the authority of the Company. But whereas this investigation will be attended with delay and injury to the said Nawab of the Carnatic, it is agreed that immediate orders shall be sent by the said Edward, Lord Clive to the Company's collector of polygar peshcush for discontinuing the collection of cavelly fees in the villages above described to be under the authority of His said Highness, His said Highness binding himself in consequence to pay the amount which the said Lord Clive on a just consideration of the Company's revenue accounts shall determine to be a just compensation for relinquishing the cavelly fees.

Done in Fort St. George this 26th day of August, 1800, by order of the Right Honorable the Governor in Council.

J. Webbe,
Chief Secretary to Government.

No. IX.

Treaty with Azeem-ool-Dowlah,—1801.

Treaty for settling the succession to the soubadarry of the territories of Arcot, and for vesting the administration of the civil and military government of the Carnatic Payen Ghat in the United Company of Merchants of England trading to the East Indies.

Whereas the several Treaties which have been concluded between the United Company of Merchants of England trading to the East Indies, and their Highnesses heretofore Nawabs of the Carnatic, have been intended to cement and identify the interests of the contracting parties; and whereas, in conformity to the spirit of the alliance, the said Company did, by the Treaty concluded on the 12th July, 1792, with the late Nawab Wolau Jah, relinquish extensive pecuniary advantages, acquired by the previous Treaty of 1787, with the view and on the consideration of establishing a more adequate security for the interests of the British Government in the Carnatic; and whereas subsequent experience has proved that the intention of the contracting parties has not been fulfilled by the provisions of any of the Treaties heretofore concluded between them; and whereas the musnud of the soubadarry of Arcot having become vacant, the Prince Azeem-ool-Dowlah Bahadoor has been established by the English East India Company in the rank, property, and possessions of his ancestors, heretofore Nawabs of the Carnatic; and whereas the said Company and His Highness the said Prince Azeem-ool-Dowlah Bahadoor have judged it expedient that additional provisions should at this time be made for the purpose of supplying the defects of all former engagements, and of establishing the connection between the said contracting parties

on a permanent basis of security, in all times to come; wherefore the following Treaty is now established and concluded by the Right Honorable Edward, Lord Clive, Governor in Council of Fort St. George, by and with the sanction and authority of His Excellency the Most Noble the Marquis Wellesley, K.P., Governor-General in Council of all the British possessions in the East Indies, on behalf of the said United Company, on the one part, and by His Highness the Nawab Wolau Jah Ummeer-ool-Dowlah Madar-ool-Moolk Ummeer-ool-Hind Azeem-ool-Dowlah Bahadoor Showkut Jung Sippa Salar, Nawab Soubadar of the Carnatic, on his own behalf, on the other part, for settling the succession to the soubadarry of the territories of Arcot, and for vesting the administration of the civil and military government of the Carnatic in the United Company of Merchants of England trading to the East Indies.

ARTICLE 1.

The Nawab Azeem-ool-Dowlah Bahadoor is hereby formally established in the state and rank, with the dignities dependent thereon, of his ancestors, heretofore Nawabs of the Carnatic, and the possession thereof is hereby guaranteed by the Honorable East India Company to His said Highness Azeem-ool-Dowlah Bahadoor, who has accordingly succeeded to the soubadarry of the territories of Arcot.

ARTICLE 2.

Such parts of the Treaties heretofore concluded between the said East India Company and their Highnesses, heretofore Nawabs of the Carnatic, as are calculated to strengthen the alliance, to cement the friendship, and to identify the interests of the contracting parties, are hereby renewed and confirmed, and accordingly the friends or enemies of either are the friends and enemies of both parties.

ARTICLE 3.

The Honorable Company hereby charges itself with the maintenance and support of the military force necessary for the defence of the Carnatic, and for the protection of the rights, person, and property of the said Nawab Azeem-ool-Dowlah Bahadoor; and with the view of reviving the fundamental principles of the alliance between his ancestors and the English nation, the said Nawab Azeem-ool-Dowlah stipulates and agrees that he will not enter upon any negociation or correspondence with any European or Native power, without the knowledge and consent of the said English Company.

ARTICLE 4.

It is hereby stipulated and agreed that the sole and exclusive administration of the civil and military governments of all the territories and dependencies of

the Carnatic Payen Ghat, together with the full and exclusive right to the revenues thereof (with the exception of such portion of the said revenues as shall be appropriated for the maintenance of the said Nawab and for the support of his dignity) shall be for ever vested in the said English Company; and the said Company shall accordingly possess the sole power and authority of constituting and appointing without any interference on the part of the said Nawab, all officers for the collection of the revenues, and of establishing Courts for the administration of civil and criminal judicature.

ARTICLE 5.

It is hereby stipulated and agreed that one-fifth part of the net revenues of the Carnatic shall be annually allotted for the maintenance and support of the said Nawab and of his own immediate family, including the mahal of His late Highness the Ummeer-ool-Omrah. The said fifth part shall be paid by the Company, in monthly instalments of twelve thousand Star Pagodas; and whatever circumstance may occur affecting the net revenues of the Carnatic, the said instalments shall not be less than twelve thousand Star Pagodas. Whatever balance of the said fifth part may remain due at the expiration of each year shall be liquidated upon the settlement of the accounts, and the said fifth part shall be at the free disposal of the said Nawab, consistently with the principles of the said alliance.

ARTICLE 6.

The fifth part of the revenues, as stated in the preceding Article, shall be calculated and determined in the following manner, *viz.*, all charges of every description incurred in the collection of the revenues, the amount of the jaghire lands, stated in the ninth Article in the Treaty of 1787 at Star Pagodas 2,13,421, and the sum of Pagodas 6,21,105, appropriable to the liquidation of the debts of the late Mahomed Ali, shall, in the first instance, be deducted from the revenues of the Carnatic; and after the deduction of those three items shall have been made, one-fifth part of the remaining net revenue (including the polygar peshcush, which shall always be calculated at the sum of 2,64,704 Star Pagodas 20 Fanams 26 Cash, according to the Treaty of 1792) shall be allotted for the maintenance of the said Nawab, and for the support of His Highness's dignity.

ARTICLE 7.

Whereas it was stipulated by the fourth Article of the Treaty of 1792 that the sum of six lakhs twenty-one thousand one hundred and five Star Pagodas should annually be applied to the discharge of certain registered debts due by the late Nawab Mahomed Ali to his private creditors, under agreements concluded between His Highness and the Honorable Company, and guaranteed by the Parliament of Great Britain, until the said registered debt should be liquidated; the Honor-

able English Company accordingly hereby charges itself with the annual payment of 6,21,105 Pagodas from the revenues of the Carnatic, until the remainder of the said registered debt shall be liquidated.

ARTICLE 8.

Whereas certain debts are due to the said Company by the ancestors of the said Nawab, and whereas it is expedient, in order that the present Treaty may include a complete arrangement of all affairs depending between the said Company and the said Nawab, that an adjustment should be made of the aforementioned debts, wherefore the said Nawab formally and explicitly acknowledges the debt, commonly called the cavalry loan, amounting, with its interests, to 13,24,342 Star Pagodas 6 Fanams 47 Cash, and also the portion of the registered debt heretofore paid by the said Company to the creditors of the late Nawab Wolau Jah (according to the annexed Schedule), to be just debts; and whereas, exclusively of the abovementioned debts, other unadjusted debts also remain, which were referred to the adjustment and decision of the Governor General in Council of Bengal; and whereas the said unadjusted debts have not been determined according to that intention, the said Nawab hereby engages that whenever the said determination shall be made, His Highness will acknowledge to be a just debt the amount of the balance which shall be so declared to be due to the said Company. It is not however the intention of this Article to cause any diminution from the fifth part payable to the said Nawab, but, on the contrary, it is specified that no deduction shall be made from the revenue, on any account whatever, excepting the three items stated in the sixth Article, previously to the determination of His Highness's proportion.

ARTICLE 9.

The English Company engages to take into consideration the actual situation of the families of their Highnesses the late Nawabs Wolau Jah and Omdet ool-Omrah Bahadoor, as well as the situation of the principal officers of His late Highness's government; and the British Government shall charge itself with the expense (chargeable on the revenues of the Carnatic) of a suitable provision for their respective maintenance. The amount of the abovementioned expenses, to be defrayed by the Company, shall be distributed, with the knowledge of the said Nawab, in such manner as shall be judged proper.

ARTICLE 10.

The said Nawab Azeem-ool-Dowlah Bahadoor shall, in all places, on all occasions, and at all times, be treated with the respect and attention due to His Highness's rank and situation, as an ally of the British Government, and a suitable

guard shall be appointed from the Company's troops for the protection of His said Highness's person and palace.

ARTICLE 11.

The entire defence of the Carnatic against foreign enemies, and the maintenance of the internal tranquillity and police of the country, having been hereby transferred to the British Government, His said Highness engages not to entertain or employ in his service any armed men without the consent of the British Government, who will fix, in concert with His Highness, the number of armed men necessary to be retained for purposes of state. Such armed men as His Highness may, in consequence of this Article, engage in his service, shall be paid at the exclusive cost and charge of the said Nawab.

ARTICLE 12.

The Honorable East India Company shall, in conformity to the stipulations of this Treaty, enter upon the exclusive administration of the civil and military government of the Carnatic, on the 31st day of July, 1801; and His said Highness the Nawab shall issue orders to all his civil and military officers, to transfer the district or districts under their respective charge to such persons as shall be appointed by the said Company to manage the said districts, and also to deliver to the persons appointed all records, accounts, and official papers belonging to their respective cutcherries or offices.

This Treaty, bearing date the 31st day of July Anno Domini 1801, and consisting of twelve Articles, having been executed by Edward, Lord Clive, Governor in Council aforesaid, on the one part, and His Highness Azeem-ool-Dowlah Bahadoor on the other part, is hereby mutually interchanged, the said Edward, Lord Clive, engaging that a copy of the said Treaty shall be transmitted to Fort William, for the purpose of being ratified by His Excellency the Most Noble the Marquis Wellesley, K.P., Governor General in Council, and that, as soon as the ratified Treaty shall be received from Bengal, it shall be delivered to His said Highness, who will then return to His Lordship the copy which he now receives.

CLIVE.

J. STUART.

WILLIAM PETRIE.

E. W. FALLOFIELD.

By the Right Honorable the Governor General in Council.

J. WEBBE,

Chief Secretary to Government.

SCHEDULE.

Of the Account referred to in the eighth Article of this Treaty.

Amount paid by the Company to His Highness the Nawab's creditors on account of his consolidated debt of 1777 . Star Pagodas		26,47,381
Deduct—		
Receipts of revenue from the Carnatic surplus to the fixed military subsidy, in the Fusly years 1200 and 1201 . .	8,29,481	
Interest at six per cent. for four years and a half . .	2,23,960	
		10,53,441
Balance due by the Nawab . .		15,93,940
Add—		
Interest for four years and eleven months, at six per cent. . . .		4,70,211
Actual Balance, Star Pagodas . .		20,64,151

CLIVE.

J. STUART.

WILLIAM PETRIE.

E. W. FALLOFIELD.

By the Right Honorable the Governor General in Council.

J. WEBBE,
Chief Secretary to Government.

SEPARATE EXPLANATORY ARTICLES annexed to the TREATY for settling the SUCCESSION to the SOUBADARRY of the TERRITORIES of ARCOT and for vesting the ADMINISTRATION of the CIVIL and MILITARY GOVERNMENT of the CARNATIC PAYEN GHAT in the UNITED COMPANY of MERCHANTS of England trading to the East Indies.

ARTICLE 1.

Whereas it is stipulated by the fifth Article of the Treaty that the sum to be appropriated to the support of the dignity of His Highness the Nawab Azeem-ool-Dowlah Bahadoor shall be calculated at one-fifth part of the net revenues of the Carnatic, and whereas the improvement of the said revenues which, under Providence, may be expected to arise from the effects of the present arrangement,

may render the said fifth part greater than will be necessary to the purposes intended by the contracting parties, it is hereby explained, for the better understanding of the 5th Article of the Treaty, that whenever the whole net revenue of the Carnatic, including the sums to be deducted according to the sixth Article of the Treaty, shall exceed the sum of twenty-five lakhs of Star Pagodas, then in that case the fifth part of such surplus shall be applied to the repair of fortifications, to the establishment of a separate fund for the eventual exigencies of war, or to the military defence of the Carnatic, in such manner as may be determined by the Governor in Council of Fort St. George, after previous communication to His Highness the Nawab Azeem-ool-Dowlah.

ARTICLE 2.

Whereas it is stipulated in the sixth Article of the Treaty that the sum of 2,13,421 Pagodas on account of jahires, and the sum of 6,21,105 Pagodas on account of the private debts of the Nawab Mahomed Ali, shall be deducted from the amount of the net revenue, previously to the determination of the proportion to be paid to His Highness the Nawab, it is nevertheless hereby explained that it shall not be incumbent on the Honorable Company to appropriate lands yielding a revenue to the said amount of 2,13,421 Pagodas, but that the said Company shall be at liberty to exercise its discretion in the mode and in the extent of the provisions to be made, according to the ninth Article of the Treaty, for the support of the family and principal officers of the Nawab Mahomed Ali and of the Nawab Omdet-ool-Omrah. And it is further explained that, notwithstanding the liquidation of the private debt of the Nawab Mahomed Ali, or of the debt due to the Honorable Company, the said sum of 6,21,105 Pagodas shall always be deducted from the net revenue, and shall in no case be included in the net revenue previously to the determination of the share to be allotted to His Highness the Nawab Azeem-ool-Dowlah Bahadoor, it being the intention of the contracting parties that the said sum of 2,13,241 Pagodas, and the said sum of 6,21,105 Pagodas shall be considered to be permanent deductions, in all times to come, from the revenue of the Carnatic.

CLIVE.

J. STUART.

W. PETRIE.

E. W. FALLOFIELD.

By the Right Honorable the Governor-General in Council.

J. WEBBE,

Chief Secretary to Government.

No. X.

LETTERS PATENT, dated the 2nd August 1870, issued under HER MAJESTY the QUEEN's Sign Manual, relating to the creation of AZEEM JAH AMEER-I-ARCOT or PRINCE of ARCOT, with succession to his four sons and to one grandson, who is to be selected by HER MAJESTY the QUEEN, her heirs or successors.

VICTORIA by the Grace of God of the United Kingdom of Great Britain and Ireland Queen Defender of the Faith, To all Viceroys, Governors-General, Governors, and all others of our Officers, Ministers, and Subjects whatsoever to whom these presents shall come Greeting know ye that we of our especial grace certain knowledge and mere motion have advanced preferred and created our right trusty and well beloved subject Azeem Jah Ameer-ool-Omrah Omdut-ool-Moolk Serug-ool-Omrah Assud-ood-Dowlah Zoolfakar Jung to the state degree dignity and honor of Ameer-i-Arcot or Prince of Arcot in India and him the said Azeem Jah Ameer-i-Arcot or Prince of Arcot in India aforesaid do by these presents create advance and prefer and we have appointed given and granted and by these presents for us our heirs and successors do appoint give and grant unto him the said Azeem Jah the name state degree style dignity title and honor of Ameer-i-Arcot or Prince of Arcot in India aforesaid to have and to hold the said name state degree style dignity title and honor of Ameer-i-Arcot or Prince of Arcot aforesaid unto him the said Azeem Jah Ameer-i-Arcot or Prince of Arcot for and during his natural life with remainder after his decease to his *four* sons Mohummud Buddee-Oollah styled Zaheer-ood-Dowlah Mohummud Buddee-Oollah Khan Bahadur Fitrut Jung, Ahmed-Oollah styled Moontuzun-ood-Dowlah Ahmed-Oollah Khan Bahadur Nubbee Yar Jung Intizam-ool-Moolk, Noor-Oollah Meyan styled Oomdul-ood-Dowlah Mohummud Noor-Oollah Khan Bahadur Joorut Jung, Gholam Mohi-ood-Deen styled Monzuz-ood-Dowlah Mohi-ood-Deen Yar Khan Bahadur Hummunt Jung, severally and successively one after the other for their respective natural lives in such order and succession as the said Azeem Jah Ameer-i-Arcot or Prince of Arcot shall by writing under his hand nominate and appoint and in default of such nomination and appointment or so far as the same shall not extend in such order and succession as we our heirs or successors shall after the decease of the said Azeem Jah Ameer-i-Arcot or Prince of Arcot by Warrant under the Sign Manual of us our heirs or successors nominate and appoint with remainder from and after the decease of the last survivor of them the said Azeem Jah Ameer-i-Arcot or Prince of Arcot and Mohummud Buddee-Oollah, Ahmed-Oollah Bahadur, Noor-Oollah Meyan, and Gholam Mohi-ood-Deen to such out of the lawful grandsons in the male line of descent of the said Azeem Jah Ameer-i-Arcot or Prince of Arcot as we our heirs or successors shall whether before or after the decease of such survivor by Warrant under the Sign Manual of us our heirs or successors nominate and appoint and the heirs male of his body lawfully issued so as and in such manner that the said name state degree style dignity title and honor of Ameer-i-Arcot or Prince of Arcot may devolve and descend as

in an indivisible inheritance in a course of succession to the person who shall for the time being be the eldest lawful heir male in the male line of the person last possessed of the said name state degree style dignity title and honor who shall have left those existing lawful male issue in the male line so that an elder son and his issue male shall always be preferred to and take before a younger son and his issue male. Willing and by these presents granting for us our heirs and successors that the said Azeem Jah Ameer-i-Arcot or Prince of Arcot and his heirs male aforesaid and every of them successively as aforesaid may bear and have the name state degree style dignity title and honor of Ameer-i-Arcot or Prince of Arcot in India aforesaid and that they and every of them successively as aforesaid may be called and styled Ameer-i-Arcot or Prince of Arcot in India. Lastly we will and by these presents for us our heirs and successors do grant to the said Azeem Jah Ameer-i-Arcot or Prince of Arcot that these our Letters Patent or the Inrolment thereof shall be sufficient and effectual in the law of dignifying investing and ennobling of him the said Azeem Jah Ameer-i-Arcot or Prince of Arcot and his heirs male aforesaid with the title state dignity and honor of Ameer-i-Arcot or Prince of Arcot in India aforesaid and this without any investiture rites ornaments or ceremonies whatsoever which for some certain reasons best known to us we could not in due manner do and perform. We will also and do by these presents grant to the said Azeem Jah Ameer-i-Arcot or Prince of Arcot that he may and shall have these our Letters Patent duly made and sealed under our great seal of our United Kingdom of Great Britain and Ireland without Fine or Fee great or small to be for the same in any manner rendered done or paid to us in our Hanaper or elsewhere to our use. In witness whereof we have caused these our Letters to be made Patent. Witness ourself at Westminster the second day of August in the thirty-fourth year of our reign.

By Warrant under the Queen's Sign Manual.

C. ROMILY.

No. XI.

1762.

A TREATY and AGREEMENT made and concluded between OMDET-OOL-MOOLK SERAJ-OOL-DOWLAH ANEVERDEEN KHAN BAHADOOR MOONSOOR JUNG, NAWAB of the CARNATIC PAYEN GHAT, and PARTAB SING, RAJAH of TANJORE, in manner following:—

Whereas a destructive war, fomented and carried on by the French and their allies against the said Nawab, hath for many years last past wasted and afflicted the province of the Carnatic Payen Ghat, in which war the said Nawab Aneverdeen Khan Bahadoor hath at length, with the assistance of his allies, proved victorious, and restored peace and tranquillity to the said province; and whereas at sundry times during the said troubles the said Rajah Pertab Sing did yield some aid and assistance to the said Nawab Aneverdeen Khan whereby, as well as by the necessary defence of his own kingdom against the French, he hath been put to great expense; and whereas by reason of the said troubles neither the amount of peshcush due from the said Rajah to the Mogul and payable to the Nawab of the Carnatic, nor the amount of the expenses of the said Rajah incurred as aforesaid have been settled or adjusted: but now it having pleased God to restore peace to these countries by the expulsion of the common enemy, the said Nawab and the said Rajah, being equally desirous that the people whom God hath placed under their rule may enjoy the full fruits thereof, have mutually consented to establish a firm friendship between them, and to that end they have agreed and do agree to settle and adjust all accounts and matters of dispute between them in manner following, and they do faithfully promise each for what concerns himself punctually to perform the same.

1. The said Rajah Pertab Sing doth hereby oblige himself to pay unto the said Nawab Aneverdeen Khan Bahadoor the sum of twenty-two lakhs of Rupees coined in the English East India Company's mint at Fort St. George, or the value thereof in Star Pagodas coined in the said mint, valuing the said Rupees at the rate of 350 for 100 Pagodas at the times and in manner following, that is to say:—

On the day of signing this agreement by the said Pertab Sing three lakhs of Rupees	3,00,000
In the month of April 1763 five lakhs of Rupees	5,00,000
" November 1763 five lakhs of Rupees	5,00,000
" April 1764 five lakhs of Rupees	5,00,000
" August 1764 four lakhs of Rupees	4,00,000
In all Rupees	22,00,000

And the said Nawab Aneverdeen Khan Bahadoor doth agree to accept of the said twenty-two lakhs of Rupees in full payment and satisfaction for or on account of peshcush and in full of all accounts and demands whatsoever unto the 10th

day of July last past, being the full term and expiration of the year of Phasely 1171.

2. The said Rajah Pertab Sing doth hereby oblige himself to pay yearly in the month of July unto the said Nawab Aneverdeen Khan Bahadoor or his successor the sum of two lakhs of Rupees as a peshoush or tribute to the Mogul; and forasmuch as it hath been the usage and custom to make certain presents to the Nawab and his principal officers at the time of paying the annual peshoush, the said Rajah doth promise to pay yearly to the said Nawab or his successors (at the day and time of paying the said peshoush) the further sum of two lakhs of Rupees as a present, provided that no further sum either for peshoush or durbar charges be demanded of him, which said two sums, making together four lakhs, shall be paid in Rupees coined in the Company's mint or in Star Pagodas at the above-mentioned exchange. And the said Nawab Aneverdeen Khan Bahadoor doth agree to accept of the said first-named sum of two lakhs in full for the annual peshoush due to the Mogul, and also of the second named sum of two lakhs of Rupees in full for the usual and customary presents or durbar charges, and doth hereby promise that he will not demand anything more.

3. Whereas the said Nawab Aneverdeen Khan Bahadoor hath in his possession a bond given by the said Rajah Pertab Sing unto the said Nawab's late father Aneverdeen Khan Bahadoor for the sum of seven lakhs of Rupees, which bond appears fair and uncancelled and without any receipt or endorsement thereon, although the said Rajah Pertab Sing doth allege that the same or the greatest part thereof hath been discharged, the said Nawab Aneverdeen Khan Bahadoor, as a testimony of his good inclinations to cultivate a lasting friendship with the said Rajah, doth promise that at the time of signing this agreement by the said Rajah, he will cause the said bond to be delivered up to him to be cancelled as if the same had been fully paid and discharged.

4. The said Nawab Aneverdeen Khan Bahadoor doth hereby confirm unto the said Rajah Pertab Sing the full and free possession and enjoyment of the districts of Coiladdy and Elangar which districts the said Nawab did give and grant unto the said Rajah during the late troubles, as may appear by the said Nawab's Sunnud.

5. The said Nawab Aneverdeen Khan Bahadoor having expended immense sums during the late troubles in defence of the province under his government, found it necessary, after the expulsion of the common enemy, to call upon the several zemindars, polygars and jaghiredars to contribute each a moderate sum towards reimbursing the moneys so expended in procuring the blessings of the peace of which they became partakers, and amongst others did demand of Tremul Rao, killadar of Arani, his reasonable quota, but the said Tremul Rao having obstinately refused to comply therewith, and having also in other respects behaved himself disobediently, the said Nawab found himself obliged to march an

army to compel him to a compliance with his demand, and did accordingly subdue and take the forts of Arani and Doby Guddy with all the jaghire thereunto belonging, as also the person of the said Tremul Rao with his family and others. The said Nawab having thus convinced the said Tremul Rao and all the world that he can and will enforce due obedience in all who are subject to his government, is now equally desirous of showing to all mankind that compassion is stronger in him than resentment; from these motives, as well as in condescension to the request of the said Rajah Pertab Sing, the said Nawab doth hereby promise that as soon as the said Rajah shall have signed this agreement, he, the said Nawab, will cause the said Tremul Rao with his family, attendants, and all other persons who were taken and made prisoners at Arani, to be released and set at full liberty; and further that on the day the sum of three lakhs of Rupees mentioned in the first Article hereof shall be paid, he will cause the said Tremul Rao to be put in full possession of the whole jaghire he possessed and enjoyed before the capture of Arani (excepting however the said fort and Doby Guddy which the said Nawab will retain in his own possession); and provided that the said Tremul Rao shall not at any time hereafter erect or cause to be erected any fortress, walled pagoda, or other stronghold, and that he shall not even erect or build any wall round his dwelling-house exceeding eight feet high and two feet thick; and further that the said Tremul Rao shall in all things behave himself with due obedience to the government and pay yearly in the month of July unto the said Nawab or his successors the sum of ten thousand Rupees as a nuzzur: and the said Rajah Pertab Sing doth promise for the said Tremul Rao that he shall in all things demean and behave himself accordingly and pay yearly the stipulated sum.

We, George Pigot, Esq., Governor of Fort St. George and all the forts, factories, and places subordinate thereto, President of the Council for all the affairs of the English East India Company on the coast of Coromandel, and also the said Council whose names are hereunto signed, having greatly at heart the peace and tranquillity of the countries where the Company hold possession and to which they trade, see with great satisfaction the conclusion of the Treaty of friendship between Nawab Omdet-ool-Moolk Seraj-ool-Dowlah Aneverdeen Khan Bahadoor Moonsoor Jung, Nawab of the Carnatic Payen Ghat, and Pertab Sing, Rajah of Tanjore, of which the foregoing is a translation, and being willing and desirous as much as in us lies to establish the friendship between them upon a lasting foundation, do hereby promise to guarantee the performance of the said Treaty, being thereunto invited by both parties; and accordingly we do hereby promise, as far as in us lies, that in case either party shall fail in the performance of the Article he hath thereby undertaken to perform or any part thereof, we will to the utmost of our power assist the other party to compel him who shall fail to fulfil his agreement and to render due satisfaction for his failure therein.

In witness whereof we have hereunto set our hands and caused the seal of the said Company to be affixed hereto in Fort St. George, the 12th October 1762.

AN AGREEMENT taken by the HONORABLE JOHN HOLLAND, ESQ., PRESIDENT and GOVERNOR in COUNCIL of FORT ST. GEORGE and DEPENDENCIES, from SHENEVASAROW, heir of TREMUL RAO, JAGHIREDAR of ARANI.

The Honorable the Governor in Council of Fort St. George having restored to me the possession of the jaghire of Arani, which I inherited after the death of Tremul Rao, my grandfather, upon the terms of the Treaty of the year of Christ 1762, entered into between His Highness the Nawab of the Carnatic, etc., etc., etc., and His Excellency Pertab Sing, Rajah of Tanjore; I do with my own free will and consent agree to conform to the terms of the said Treaty so far as it relates to the jaghire of Arani; acknowledging that I have no right by the said Treaty to the Fort of Arani and Doby Guddy, and I do for myself and my heirs engage, in every respect, to fulfil the terms of the said Treaty according to the intention and spirit thereof: binding myself to be answerable to His Highness the Nawab for the annual peshcush or nuzzur of ten thousand Arcot Rupees to be paid yearly in the month of July on a receipt being granted for the amount. And I further engage that I will not erect or cause to be erected any fortress, walled pagoda, or other stronghold, and that I will not raise any wall even round my dwelling house exceeding eight feet high and two feet thick; that I will not entertain any armed peons or followers excepting only a few sebundee for the purpose of collecting the revenues of the district; and that I will in all respects behave myself with due obedience to the Carnatic government and to that of the Honorable Company; that I will do every thing to provide for the welfare of the inhabitants, and be attentive to the increase of cultivation and improvement of the country and jaghire of Arani; that I will not impose or levy any new customs or duties of any kind whatsoever; and I do hereby relinquish and give up all or any claim or demand whatever on the Company for the collections of revenues or otherwise since the district has been under their direction and management.

SHENEVASAROW TREMUL RAO,
Jaghiredar, Arani.

Dated in Fort St. George, the 20th day of June in the year of Christ 1789.

No. XII.

TRANSLATION of a PAPER, containing the ARTICLES agreed to by the RAJAH of TANJORE, dated the 20th of October 1771.

The two years' peshcush, amounting to eight lakhs of Rupees, I am to pay in ready money.

For the expenses of the army I am to pay thirty-two lakhs and fifty thousand Rupees.

Whatever lands, money, and effects I have taken from the Marawar or Nalcotey zemindars, I will restore.

Whenever horse, sepoys, peons, etc., fighting people are required, I am to send them, and they are not to return till they have leave from court; and the charge of the batta, etc., is not to be required of the Circar.

Should the merchants and people belonging to the Company in the Tanjore country have been plundered of paddy, I am to answer it.

I am to have nothing to do with the Marawar, Nalcotey, Tondiman, etc., and if they are guilty of any improper act, their punishment is to be from the Circar.

With the friends of the Circar I am to be in friendship, and with its enemies in enmity; and I am not to give place or protection in my country to the enemies and those lying under the displeasure of the Circar.

If I have taken anything from the run-away polygars of Warriore, Pollom and Aleanoor, I am to restore it, and if they are in my country, I will deliver them to the Circar's people.

I have given a separate Treaty of friendship.

If any Europeans in the service of the Circar and Company have deserted and fled to me, I will deliver them up.

If the Company's trade in the whole Tanjore country shall be continued, I am to use their weavers well.

The fort of Vellum to be given to me hereafter. It must be destroyed.

The districts of Elangar and Coiladdy to be conferred on me.

I am to give up to the Circar the villages of Tewanoor, etc.

I am to give up to the Circar the jaghire district of Arani.

TRANSLATION of an ENGAGEMENT under the SEAL of RAJAH TOOLJAJEE, dated the 25th of October 1771.

The firm engagement of Rajah Tooljajee, Rajah of Tanjore, to the Circar is, that whereas in part of the stipulations in favor of the Circar of the Nawab Wolau Jah, the sum of thirty-two lakhs and fifty thousand Rupees is stipulated to be paid, in lieu of payment thereof in specie I have appointed the soubaship of Manewarum and some districts of the soubaship of Cumcurrum, the annual revenues of which may amount to sixteen lakhs and twenty-five thousand Rupees, for the discharge of the same; and accordingly the same will be entirely discharged by two years' revenues of the said lands; and after the receipt of the said money by the Circar, I shall take back again the said two soubaships which belong to me.

TRANSLATION of an ENGAGEMENT under the SEAL of RAJAH TOOLJAJEE, dated the 26th October 1771.

The firm engagement and true acknowledgment of Rajah Tooljajee, Rajah of Tanjore, to the Circar of the Nawab Wolau Jah are, that with the friends of the Circar he will be in friendship, and with the enemies of the Circar in enmity; that he will on no account whatever, either secretly or openly, afford assistance or support in any shape to the disturbers of the tranquillity of the Carnatic; that he will always join and be in friendship with the Circar; that whenever his troops, horse, sepoys, and peons shall be required, he will send them with his Sirdar and not demand their expenses from the servants of the Circar; that he shall pay the stated peshcush yearly without deceit or delay; and that in future he shall not undertake any operations whatever. In testimony of which, I, the said Rajah, have given this engagement under my hand and seal, swearing thereto by the faith of the religion I profess, that the same may appear as a Sunnud.

No. XIII.

AGREEMENT with the RAJAH of TANJORE,—1776.

The satisfaction I feel on occasion of such a friendship and extraordinary justice as the Company have displayed towards me is so great, that were I to begin to tell you what my mind conceives on the occasion, the subject would never have an end: had I thousand tongues they could not express my gratitude. When I had an interview with your Lordship I opened to you the sentiments of my heart; but as mere verbal declarations on this subject are not sufficient, I have thought it proper to write you a letter.

I shall ever consider myself as nourished and protected by the Company, and shall therefore never assist or succour their enemies. No measure shall ever proceed from me contrary to their interests, nor will I ever set on foot any connection with other powers without the Company's consent. This I have written as means of increasing the friendship that is between us.

In the present condition of my country, the placing a garrison of English troops in the fort and city of Tanjore is exceedingly necessary; but besides this garrison, if the Company will allow some more troops also for the protection of my whole country, this also will be highly proper. If by the favour of Heaven this be put in execution, neither I nor any of my family will need to fear that the calamities of war will fall upon this country again; and if the Company will only favour me thus far, I will with pleasure assign them out of my revenues the sum of four lakhs of Pagodas per annum for their military expenses. The mode of payment as follows:—November 20,000; December 40,000; January 40,000; February 1,00,000; March 1,00,000; April 1,00,000.

For my body guard I shall keep a body of men from one hundred to five hundred; and I want not one man, either horse or foot, more than that number.

As my finances are in the utmost disorder, and the state of my country all in confusion, I must throw myself on the Company for my present support. I therefore wish them to buy of me at a reasonable rate all the grain of the present year, excepting what my country may be in need of. By this means the Company will not be burthened, and I shall be enabled to defray the expenses of my government without running in debt.

Finally, as the fort of Devicottah has no country annexed to it, I beg the Company will take what they think proper as a dependency thereon.

The country of Tanjore is the Company's; I have only to beg they will preserve my honor.

SUNNUD granted to the EAST INDIA COMPANY by the RAJAH of TANJORE.

In consideration of the services rendered to me by the Honorable English East India Company, and in the hope of their future protection, I do hereby, agreeable to my promise, make over certain lands to them, as specified hereunder, in the soubah or district of Munargoody, *viz.*—

The seaport town of Nagore with a small island belonging to it . . .		
1 Mahal, pergunnah of Keelar, consisting of eight Magans, *viz.*—		
Magan of Wool	41 villages.	
„ of Chichly	62 „	
„ of Sumby Mahadour	34 „	
„ of Palourchy	27 „	
„ of Muckly	27 „	
„ of Kollagurry	25 „	
„ of Tunnor	31 „	
„ of Adimungalum	8 „	
	— „	255
Pergunnah of Wollevellum		21
		277

Being altogether, including the town and seaport of Nagore, two hundred and seventy-seven villages or small towns, which I make over to the Company aforesaid as a jaghire.

They will be pleased to acquiesce to the following conditions :—

1. The ryots shall enjoy their shares of cultivation, enams, and other privileges, as heretofore has been usual.

2. Such enams as have been granted for the use of Pagodas, or charity to Brahmins, of maintaining choultries and water pandalls, shall be continued as formerly. Such spots of land contiguous to Pagodas or Brahmin houses, which are known by the name of Brimh Wast-tow, and which have been rented for money

or in kind, or have been let out as choutrums, shall be enjoyed by the present possessors as usual. The charity allowances for the rhut or coach of the Pagoda shall be continued.

3. No houses shall be built by the Circar in villages called Agne where Brahmins reside. No European shall be allowed to dwell near any tanks or ponds belonging to Pagodas or Brahmin villages.

4. A number of coolies and laborers, in proportion to the quantity of water wanted for the Company's lands, shall be sent from those districts to dig and repair the water-courses and banks of the rivers in the soubah of Munargoody. A just proportion shall be paid to the Circar from the Company's lands of the whole charges incurred in the soubah of Munargoody, for repairing the Ancutta and making new water-courses.

5. If any amil, ryot or dependant of my Circar flies for protection in the Company's districts, no protection shall be given to any such persons, but they shall be given up to me.

6. People shall be sent as usual to draw the rhut or coach of the Pagoda at the times of procession.

7. If I should at any time disagree with the French, Dutch, and others settled in my country, and prohibit any grain from being carried to their settlements, the Company shall in like manner prohibit any grain from being carried out of their districts to these places.

8. The Circar people collect duties in the districts bordering on Nagore ; these shall continue to be paid, but no duties shall be paid by me on any articles or commodities purchased at Nagore for my own use.

The Company will be pleased to observe the above-mentioned eight conditions and enjoy without molestation the lands made over to them.

Dated 17th June 1778 of the Christian era, or 21st Jemmaddee-ul-Awul 1179th year of Tanjore.

Sri Ram Pertab.

No. XIV.

Treaty with the Rajah of Tanjore,—1787.

Treaty and Agreement concluded between the Honorable Major-General Sir Archibald Campbell, Knight of the Bath, President and Governor of Fort St. George, on behalf of the United Company of Merchants of England trading to the East Indies, and His Excellency Ameer Sing, Rajah of Tanjore.

The Court of Directors of the East India Company having taken into their serious consideration the great advantages which may be attained by improving

the blessings of peace now happily re-established on the coast of Coromandel, in the Carnatic, and the country of Tanjore, and considering the present hour best suited for settling and arranging, by a just and equitable Treaty, a plan for the future defence and protection of the Carnatic, the Tanjore country, and the Northern Circars, on a solid and lasting foundation, have communicated these their sentiments to His Excellency the Rajah of Tanjore, who being fully impressed with the propriety and wisdom of such an arrangement, has, for himself, his heirs and successors, adjusted and concluded a solid and permanent Treaty with the Honorable East India Company upon the principles and conditions hereinafter mentioned. In consequence whereof it is stipulated and agreed that due provision shall be made for the military peace establishment; and also that, for discharging the expense of war, in the event of war breaking out in the Tanjore country, or in the Carnatic, or any part of the coast of Coromandel, certain contributions or proportions of the revenues of the contracting parties shall be united into one common stock, to be applied for their mutual security and defence. And as it is necessary that the application of the said contributions, both for peace and war, should be reposed in the United Company, or their representatives, together with the direction of the war, the command of the army, magazines of stores and provisions, with full power to occupy or dismantle such forts as by them shall be deemed necessary for the general security, the said contracting parties do hereby solemnly engage and agree, for themselves and their successors, to and with each other in manner following, that is to say :—

ARTICLE 1.

The friends and enemies of His Excellency the Rajah of Tanjore and of the English United East India Company shall be considered as the friends and enemies of both.

ARTICLE 2.

His Excellency the Rajah of Tanjore will contribute towards the military peace establishment, and shall pay into the treasury of the said United Company the annual sum of four lakhs of Star Pagodas, to commence on the 12th July, in the year of Christ 1787, corresponding to the 30th Annee of the Malabar month of Palavunga year, and to the Phasely 1197, divided into kists, payable at the following periods :—

November	20,000	Brought forward	2,10,000
December	50,000	March	90,000
January	50,000	April	1,00,000
February	90,000		
		Star Pagodas	4,00,000
Carried over	2,10,000		

ARTICLE 3.

The annual contribution of four lakhs of Pagodas, to be paid by His Excellency the Rajah of Tanjore towards the army peace establishment, is propor-

tioned to the gross revenues of his country, estimated at ten lakhs of Pagodas; and it is hereby stipulated and agreed that whenever the annual gross revenues of the country shall rise above ten lakhs of Pagodas, the annual contribution of His Excellency in time of peace shall likewise be increased according to the same scale or standard.

ARTICLE 4.

In case of failure in the punctual payment of the four lakhs of Pagodas already mentioned, to the extent of fifty thousand Pagodas, for the period of one month after the same shall become due, His Excellency the Rajah agrees that the Company shall have power to enter upon any of the districts in the Tanjore country that shall appear to them necessary to discharge the amount of the sum in arrear, and that the Company shall have power to appoint superintendents or receivers to collect and receive from the Rajah's renters, managers, and amildars, all the rents, revenues, duties, and customs of the said districts; and these superintendents or receivers shall exercise all necessary authority for collecting such rents, revenues, duties, and customs of the said districts, giving regular receipts for all the monies which may be received by the said superintendents, who shall have full power to inspect and examine all cutcherry receipts and accounts of the lands and districts aforesaid, as well as to ascertain the state of all other revenues which shall be collected annually within the said districts and when the full amount of the arrears due shall have been paid to the Company, the superintendent, or receiver shall be immediately recalled.

ARTICLE 5.

At the appointment of the superintendent or receiver His Excellency the Rajah will furnish the Company with the obligations of the amildars, renters, or farmers of each district; and if they do not pay the money punctually to the superintendent or receivers, agreeable thereto, His Excellency the Rajah, at the request of the Governor in Council of Fort St. George, shall and will immediately dismiss the said amildars, renters, or farmers, and appoint such others in their stead as the President in Council of Fort St. George shall recommend, after taking from them the usual obligations, which shall be delivered to the Company by His Excellency.

ARTICLE 6.

That the exercise of power over the said districts and farms, by virtue of the conditions mentioned in the 4th and 5th Articles, in case of failure in the payment of any of the kists, shall not extend or be construed to extend to deprive His Excellency the Rajah of Tanjore, or his successors, of the civil government thereof, or the honor and dignity of his family; but the same shall be preserved to him and them inviolate, saving and excepting the powers in the Articles 4 and 5 expressed and mentioned.

ARTICLE 7.

That in the event of any war breaking out in the Carnatic, in Tanjore or on the coast of Coromandel, the said United Company shall charge themselves with the direction, order, and conduct thereof; and during the continuance of such war shall apply four-fifths of their whole revenues in the Carnatic and the Northern Circars annually to the military expenses of the war.

ARTICLE 8.

That in the like event His Excellency the Rajah of Tanjore shall pay into the treasury of the said United Company four-fifths of his revenues to the general expenses of such war, to be applied in such manner as the said United Company or their representatives shall find necessary for their common safety and interests, and also for the interest of their allies in the Carnatic and on the coast of Coromandel; and it is moreover agreed that His Excellency's proportion of the debt and expenses incurred by war shall henceforth be settled at one-fifth part of the whole amount thereof.

ARTICLE 9.

For the more effectual security of the payment of four-fifths of the revenues of His Excellency, annually, to the military expenses of the war, and to remove every doubt on the part of the Company of any secretion or diversion of the said revenues from the purpose aforesaid, the President in Council of Fort St. George, in behalf of the Company, shall have full power and authority, during such war, to appoint one or more inspectors or accomptants to inspect and examine all country and cutcherry accounts and receipts, of all the countries and districts of His Excellency, as well as all other revenues, duties, or customs, collected by or for the use of His Excellency. And in case the said four-fifths of the revenues or any part thereof are diverted from the discharge of the current expenses of the war, or the debts and expenses incurred thereby, the said United Company shall have full power to appoint superintendents and receivers over the said countries and districts of the Rajah, in the manner specified in the 4th Article of this Treaty, with the same authority and under the like restrictions and conditions therein expressed, in case of failure.

ARTICLE 10.

That the said annual four-fifths, payable from the revenues of His Excellency the Rajah of Tanjore, shall, after the termination of the war, continue to be applied to the discharge of all debts and expenses that may be incurred or arise during the course of the war, until his proportion of one-fifth part of the whole expense is paid off and discharged.

ARTICLE 11.

It is expressly understood and declared that so soon as the expenses incurred by the war are paid off and discharged, the superintendents and receivers shall be immediately recalled.

ARTICLE 12.

That during the application of the said proportion of four-fifths of the said gross revenues to the discharge of the debts and expenses incurred in time of war, the 2nd, 3rd, 4th, and 5th Articles of this Treaty shall be and remain dormant and be of no effect; but shall recommence and regain their full force and validity from and immediately after all the debts and expenses of such war have been fully and proportionally paid off and discharged.

ARTICLE 13.

In case His Excellency shall at any time have occasion for any number of troops for the security and collection of his revenues, the support of his authority, or the good order and government of his country, the said United Company shall and will furnish a sufficient number of troops for that purpose, on a public representation being made by His Excellency to the President in Council of Fort St. George, of the necessity of employing such force and the objects to be obtained thereby. In case of the march of such troops, the additional batta and expenses attending their movements shall be annually discharged by His Excellency at the end of each year.

ARTICLE 14.

The late Rajah of Tanjore having been, at the time of his death, indebted to His Highness the Nawab of the Carnatic for arrears of peshcush since the year 1776, which, at the commencement of Phasely 1197, or 12th July 1787, will amount to the sum of 12 lakhs fifty-seven thousand one hundred and forty-two Pagodas, and having also been indebted to British subjects whose names are set forth in a Schedule, hereunto annexed, for various sums of money lent by them to and for the use of the Rajah, which with interest are computed to amount to about the sum of four lakhs of Pagodas, it is hereby stipulated and agreed that for the liquidation of the said arrears of peshcush, His Excellency shall appropriate annually the sum of Pagodas 1,05,775

To his annual peshcush to the Nawab the sum of 1,14,225

And to His Excellency's private creditors the annual sum of . 80,000

In all three lakhs of Pagodas . 3,00,000

Payable in kists as follows :—

In November	10,000
December	10,000
January	10,000
February	10,000
March	10,000
May	60,000
June	60,000
Carried over .	1,70,000
Brought forward .	1,70,000
July	50,000
August	40,000
September	40,000
Star Pagodas .	3,00,000

ARTICLE 15.

The private debts of His Excellency not being as yet accurately ascertained, it is hereby agreed that the debts due to the British subjects shall be forthwith examined, adjusted, and settled; for which purpose the creditors shall be called upon to deliver their demands to the President in Council of Madras, stated with simple interest at the rate of 12 per cent. per annum, to the 12th day of July 1787, which accounts will be examined by agents to be appointed on the part of the Rajah, and by the Governor in Council on behalf of the creditors, after which they will be laid before His Excellency, and on receiving his final approbation they shall be classed amongst the list of his private creditors, and become entitled to a share, or rateable proportion of the said sum of eighty thousand Pagodas, agreeable to such equitable arrangement as may be formed by the Governor in Council, for the benefit of the Rajah and the creditors. And it is agreed that so soon as the debts and interest due from the Rajah to British subjects are paid off and discharged, the annual payment of 80,000 Pagodas, agreed to be made by the Rajah for the benefit of the creditors, shall from thenceforth cease and determine.

ARTICLE 16.

And whereas His Highness the Nawab of the Carnatic has by a solemn deed assigned over to the United East India Company the arrears of peshcush already due and the annual peshcush which shall henceforth become due to His Highness, in part payment of his debt to the Company, His Excellency the Rajah of Tanjore, willing to manifest his regard to the Company and upright intention towards the Nawab of the Carnatic, does hereby cheerfully agree to pay into the hands of the India Company, for the account of the Nawab of the Carnatic, the whole annual appropriations to His Highness, specified in the 14th Article, upon the President and Council of Fort St. George indemnifying His Excellency for the amount of all such money as they shall receive on that account. In like manner the Company shall be accountable to His Excellency on account of the money received on behalf of the creditors.

In confirmation of all the Articles in the preceding Treaty Sir Archibald Campbell, Governor of Fort St. George, invested with full powers on behalf of the India Company, has subscribed and sealed two instruments, of the same tenor and date, at Tanjore, on the 10th day of April in the year of Christ one thousand seven hundred and eighty-seven: and His Excellency Maharajah Ameer Sing, for himself, his heirs and successors, has also subscribed and sealed the same instruments, at Tanjore, the twentieth of the month Jamad-ul-Auker, and in the year of the Hegira 1201.

ARCHD. CAMPBELL.

Signed and sealed by the Honorable Sir Archibald Campbell, Governor, etc., and by His Excellency the Rajah of Tanjore in the presence of

ALEXANDER MACLEOD, *Resident.*

J. STUART, *Colonel, Commanding.*

By order of the Honorable the Governor,

A. MONTGOMERY CAMPBELL,
Secretary.

Schedule of private debts referred to in the 14th Article.

			Principal.
Mr. Alexander Brody		Star Pagodas	99,254
Mr. Duncan Baine		"	30,000
Sir George Ramsay		"	20,000
Colonel Maclellan		"	72,000
Major (or Captain) Burrows		"	26,100
Mr. Whyte	5,706		
Received	1,000		
		"	4,706
Mr. Swartz for money subscribed by gentlemen for the benefit of orphans		"	1,000
		Star Pagodas	2,53,060

The above debts bear interest at the rate of 12 per cent. per annum, and there is now between 4 and 5 years' interest due upon them.

ARCHD. CAMPBELL.

No. XV.

TREATY with the RAJAH of TANJORE,—1792.

Whereas a certain engagement was entered into between the Honorable English East India Company and His Excellency Ameer Sing, Rajah of Tanjore, bearing date the 10th day of April 1787, for the purpose of cementing an everlasting friendship with each other, and of contributing mutually towards the defence of the Carnatic and countries dependent thereon, whereby it was stipulated that the said Company should maintain a military force, and that the said Rajah of Tanjore should pay annually a certain sum of money arising from the revenues of his country, and should furnish sufficient and satisfactory security

under certain conditions expressed in the said engagement, for the regular payment of the sum stipulated to the said Company; and whereas it appears that the resources of the said country of Tanjore are not competent to enable the said Rajah to perform the stipulations in the said engagements; and whereas it further appears that the security which the said Rajah of Tanjore agreed in the abovementioned engagement to furnish, for the due payment of the stipulated sum to the said Company, is in its nature, inadequate to the end intended; and whereas certain agreements have also been entered into between the said Company and the said Rajah, for the discharge of certain debts due by the said Rajah to private persons: it has been mutually agreed, in consequence of the above written circumstances, that the engagement aforesaid shall henceforth be considered by the contracting parties as annulled and no longer of effect or in force; and in lieu thereof the Honorable Sir Charles Oakeley, Baronet, President and Governor in Council of Fort St. George, on behalf of the United Company of Merchants of England trading to the East Indies, their heirs and successors, on the one part, and His Excellency Ameer Sing, Rajah of Tanjore, in his own name, and for himself, his heirs and successors, on the other part, agree to the following Articles, which shall be binding on the respective parties for the purposes contained therein, notwithstanding all or any of the conditions stipulated in the engagement, dated 10th April 1787, to the contrary.

ARTICLE 1.

The friends and enemies of either of the contracting parties shall be considered the friends and enemies of both.

ARTICLE 2.

In order to execute the foregoing Article in its full extent, the Honorable English East India Company agree to maintain a military force, and the Rajah of Tanjore agrees to contribute annually a certain sum of money, hereinafter mentioned, as his share of the expense of the said military force; the said Rajah further agreeing that the disposal of the said sum, together with the arrangement and employment of the troops supported by it, shall be left entirely to the said Company.

ARTICLE 3.

It is hereby also agreed that for the further security and defence of the countries belonging and subject to the contracting parties in the Carnatic, etc., that all forts shall be garrisoned by the troops of the said Company; and in the event of war breaking out in the Carnatic and countries appertaining to either party and dependent on the Carnatic or contiguous thereto, it is agreed, for the better prosecution of it, that so long as it shall last the said Company shall possess full authority over the Tanjore country, and shall collect the revenues thereof, the said Company hereby engaging that during such war they will pay to the said Rajah one lakh of Pagodas (1,00,000) per annum, and one-fifth share of the net revenue arising therefrom, and that, at the conclusion of the war, the Tanjore

country shall be restored to the Rajah, except in certain cases, which are hereinafter mentioned.

ARTICLE 4.

The Rajah of Tanjore agrees to pay to the said Company, for the purpose of mutual defence, the sum of three lakhs and fifty thousand (3,50,000) Star Pagodas annually as his share of the expenses for the military force; and also in consequence of an agreement between the said Company and the Nawab of the Carnatic, a further sum of one lakh fourteen thousand two hundred and eighty-five (1,14,285) Star Pagodas annually on account of the peshcush payable from Tanjore to the said Nawab, and by him transferred in absolute right to the said Company; and the said Rajah further engages to pay the sum of sixty thousand (60,000) Star Pagodas per annum towards the discharge of certain debts sanctioned by the said Company and specified in the Schedule hereunto annexed, No. 2, which further sum of sixty thousand (60,000) Star Pagodas shall cease on the full liquidation of the said debts.

ARTICLE 5.

Although the sums above mentioned constitute the regular stated payments for which the Rajah of Tanjore is to be accountable, under the heads of subsidy, peshcush, and private debts, yet the said Company, considering the actual state of the Tanjore country, which has for many years been declining in its revenue, and desirous of affording the said Rajah as much present relief as may be consistent with the absolute necessities of their own Government, in the confidence that he will turn it to the improvement of his country and the comfort of his people, agree that a temporary suspension shall take place with respect to a part of the annual payment stated in the foregoing Article, that is to say, for three years, commencing with the present Fusly, or 12th July last, they consent the annual demand of one lakh fourteen thousand two hundred and eighty-five (1,14,285) Star Pagodas on account of peshcush shall be postponed, and that the amount which at the expiration of that period will become due, being three lakhs forty-two thousand eight hundred and fifty-five (3,42,855) Star Pagodas, shall be added to the arrears owing by the said Rajah on his former engagements; and the said Rajah agrees, towards the liquidation of this aggregate balance, to pay fifty thousand (50,000) Star Pagodas, per annum, commencing from the 12th July last, and to be continued till the whole shall be discharged; and after the expiration of three years to pay his annual peshcush of one lakh fourteen thousand two hundred and eighty-five (1,14,285) Star Pagodas regularly as it becomes due. Thus the whole sum to be paid, after the expiration of three years, will be five lakhs fourteen thousand two hundred and eighty-five (5,14,285) Star Pagodas for account of the said Company, and sixty thousand (60,000) Star Pagodas per annum for account of the private creditors.

ARTICLE 6.

In order to make good the sum stipulated to be paid annually for three years, namely, three lakhs and fifty thousand (3,50,000) Star Pagodas on account of

the Rajah's share of the military expense, fifty thousand (50,000) Star Pagodas on account of arrears, and sixty thousand (60,000) Star Pagodas on account of private debts, the said Rajah agrees to pay the amount of the said three sums, being four lakhs sixty thousand (4,60,000) Star Pagodas, into the Company's treasury at Madras, at the following periods:

1st November	30,000	Brought forward	2,10,000
„ December	40,000	1st April	50,000
„ January	40,000	„ May	50,000
„ February	50,000	„ June	50,000
„ March	50,000	„ July	1,00,000
Carried over	2,10,000	Star Pagodas	4,60,000

And it is mutually agreed that at the end of three years, when the additional payment of one lakh fourteen thousand two hundred and eighty-five (1,14,285) Star Pagodas per annum is to commence, a proportionable increase shall take place in each of the above instalments, and that on the liquidation of the private debts before mentioned, a proportionable deduction shall be made on that account.

ARTICLE 7.

If, contrary to the intentions of the said Rajah, any part of the sums mentioned in the instalment or kistbundy, fixed by the foregoing Article, shall not be fully paid at the expiration of fifteen days from the time limited, in that case the said Company shall assume the management of, and make the collection of, the revenues from the districts mentioned in the Schedule No. 1, hereunto annexed, according to the following conditions; and for this the present engagement shall be considered sufficient authority, the said Company through their President in Council at Fort St. George giving immediate and explicit information, according to the tenor thereof, to the said Rajah, who shall, on the arrival of the Company's officers in the said districts, recall all his officers, except one in each district, which officer shall remain at the sudder cutcherry, and shall be furnished annually by the officer of the said Company with copies of the sudder cutcherry accounts of the gross collections, and of the net receipts, under the attestation of the officer of the said Company and of the sudder omlah of the district.

First.—The said Company shall assume the management of such district or districts, the revenue of which, after deducting the charges of collection, shall have fallen in arrear.

Second.—The said Company agree that a deduction shall take place proportionably from the amount of the nine kists above-mentioned, equal to the amount of the net revenue of the district or districts which shall have been assumed as above, such deduction commencing from the day that the assumption shall take place. It is hereby also mutually agreed that an account, called "balance account," shall be immediately opened for this and other purposes hereinafter mentioned, bearing an interest of eight per cent. per annum, between the said Rajah

and the said Company, in which the said Rajah shall be debited for the balance accrued in his above stipulated payments and also for the amount deducted as above from the nine kists, and shall be credited for the net revenues collected from the said district or districts, the said Company continuing to exercise authority in, and to make the collections from the same until, in consequence of the full liquidation of the private debts, and diminution of the annual sum to be for that purpose paid by the said Rajah to the said Company, according to the 4th Article, the said balance account shall be equal on the debit and credit side, and nothing shall remain due to the said Company, then the said district or districts shall revert to the management of the said Rajah.

Third.—Whenever the said district or districts thus assumed shall be restored, according to the above condition, it is agreed that in case any of the kists for the sum remaining due, after the deduction of the sum of sixty thousand (60,000) Star Pagodas, that is to say, for the sum of five lakhs fourteen thousand two hundred and eighty-five (5,14,285) Star Pagodas, be not paid fifteen days after the expiration of the time limited, the said Company shall possess equal power to assume the districts mentioned in the said Schedule No. 1, as in the first instance, and shall accordingly assume such district or districts, the revenue of which, after deducting the charges of collection, shall equal the amount of the kist which shall have fallen in arrear, from which they shall realize the balance that shall have arisen in the payment of the kists, and shall give credit to the said Rajah for the surplus and subsequent net revenues, in the part payment of the sum of five lakhs fourteen thousand two hundred and eighty-five (5,14,285) Star Pagodas; and in this case the management of the district or districts thus assumed shall for ever continue in the possession of the said Company, anything contained in the 3rd Article of the present engagement to the contrary notwithstanding; and the said Company agree to give to the said Rajah credit for the net revenue arising therefrom.

Fourth.—In order to prevent any loss arising to either party from this measure, it is mutually agreed that the district or districts which shall thus be assumed by the said Company shall be entire, as mentioned in the said Schedule, and not parts of districts.

Fifth.—In consequence of this measure, whereby the districts mentioned in the Schedule No. 1 become responsible for any arrears that may accrue in the payment of the above stipulated kists, the said Rajah agrees that he will not grant tunkaws or assignments on any account on the revenues thereof; and if, contrary to this condition, any tunkaws or assignments should exist when the said districts or any of them shall be assumed by the said Company, such tunkaws or assignments shall be declared by the said Company and the said Rajah to be of no value, nor shall they remain in effect.

Sixth.—It is agreed between the contracting parties that the above described balance account shall be annually adjusted; and a committee, consisting of four respectable and capable persons, of which two shall be nominated by the said Company and two by the said Rajah, shall assemble on the first day of August

of every year, commencing with 1793, for the purpose of adjusting and of drawing out a fair and equitable statement thereof.

ARTICLE 8.

In case the said Rajah shall at any time have occasion for any number of troops for the collection of his revenues, the support of his authority, or the good order and government of his country, the said Company agree to furnish a sufficient number of troops for that purpose, on public representation being made by the said Rajah to the President in Council of Fort St. George of the necessity for employing such troops, and of the objects to be obtained thereby; and the said Rajah agrees to defray the additional expense of such troops so long as they may be employed at his request, this additional expense being the sum over and above the expense of such troops while in garrison or at fixed quarters; and it shall be at the option of the said Rajah to reimburse the said surplus expense, either on the conclusion of the service on which such troops may have been employed, in money, or to add it to the debit side of the account, called "balance account", as more particularly explained in the second condition of the 7th Article.

ARTICLE 9.

The said Rajah shall receive regular information of all negociations which shall relate to declaring war or making peace wherein the said Company may engage, and the interests of the Carnatic and its dependencies may be concerned; and the said Rajah shall be considered as an ally of the said Company in all Treaties which shall in any respect affect the Carnatic and countries depending thereon, or belonging to either of the contracting parties, contiguous thereto; and the said Rajah agrees that he will not enter into any negociations or political correspondence with any European or Native Power without the consent of the said Company.

ARTICLE 10.

The said Rajah agrees to allow for the support of Serfojee, the adopted son of the late Rajah Tooljajee deceased, the sum of eleven thousand (11,000) Star Pagodas per annum, and for the maintenance of the widows of the said Tooljajee the further sum of three thousand (3,000) Star Pagodas each per annum; which payments shall be made, by equal monthly instalments, into the hands of the Company or whomsoever they may appoint to receive them, and applied to the above purposes, according to their discretion.

This Treaty, consisting of ten Articles and having two Schedules annexed thereto, marked Nos. 1 and 2, shall be in force and shall have effect from the 12th day of July 1792, corresponding with the 22nd day of the month Zekaida, 1206 Hegira, and the contracting parties having affixed their respective seals and sig-

natures to two counterparts on the dates undermentioned, that is to say, the Honorable Sir Charles Oakeley, Baronet, President and Governor in Council of Fort St. George, shall affix his seal and signature to one counterpart, on the part of the Honorable English East India Company, and His Excellency Ameer Sing, Rajah of Tanjore, shall affix his seal and signature to another counterpart, shall be exchanged.

Signed and sealed at Fort St. George the eleventh day of June, one thousand seven hundred and ninety-three.

CHARLES OAKELEY.

E. W. FALLOFIELD.

SCHEDULE No. I.

List of districts with the amount of the net revenues from each at which they shall be estimated and assumed, according to the 7th Article of the accompanying Treaty, in force from the 12th July, corresponding with the 22nd Zekaida 1206 Hegira.

	Star Pagodas.
Manargoody—net revenue	2,45,198
Tuvady "	1,49,609
Mayaveram "	1,64,668
Puttiontah "	27,638
Star Pagodas	5,87,113

By the first condition of the 7th Article of the said Treaty, it is agreed that the said Company shall assume the management of such district or districts, the revenue of which, after deducting the charges of collection, shall equal the amount of the kist which shall have fallen in arrear.

The said Company, therefore, by virtue of this condition, shall assume a district or districts from among the abovenamed, the net revenue of which shall be as near as possible equal to the amount of the kist which shall have fallen in arrear.

Signed and sealed at Fort St. George the eleventh day of June, one thousand seven hundred and ninety-three.

CHARLES OAKELEY.

E. W. FALLOFIELD.

Schedule No. II.

Schedule of private debts referred to in the 4th Article.

Mr. Alexander Brodie	Star Pagodas	99,254
Mr. Duncan Baine	"	30,000
Sir George Ramsay	"	20,000
Colonel Maclellan	"	72,000
Major (or Captain) Burrows	"	26,100
Mr. Whyte	5,706	
Received	1,000	
		4,706
Mr. Swartz, for money subscribed by gentlemen for the benefit of orphans		1,000
	Star Pagodas	2,53,060

The above debts bear interest at the rate of twelve per cent. per annum.

No. XVI.

Treaty with the Rajah of Tanjore,—1799.

Treaty for cementing the friendship and alliance between the Honorable Company and His Excellency the Rajah of Tanjore and for establishing the Government of Tanjore on a permanent foundation.

Whereas the stipulations and conditions of the Treaty of 1792 concluded between the Honorable Sir Charles Oakeley, Baronet, Governor in Council of Fort St. George, and His Excellency Ameer Sing, late Rajah of Tanjore, have been found inadequate to the intentions of the contracting parties; and whereas His Excellency Maharajah Serfojee, Rajah of Tanjore, has, by a certain instrument under his signature previous to his elevation to the musnud of his ancestors, engaged to consent to such arrangements as may be deemed expedient for the better management of the country of Tanjore, particularly for the due administration of justice, and also for securing to the Honorable English East India Company a regular discharge of their existing and future demands on Tanjore; wherefore the present Treaty is concluded between His Excellency Serfojee, Rajah of Tanjore, on his own part, and Benjamin Torin, Esquire, Resident at Tanjore, on behalf of the Company, being invested with full powers by the Right Honorable the Earl of Mornington Bahadoor, Governor General of Bengal, according to the following Articles:—

Article 1.

Such parts of all former Treaties with the former Rajah of Tanjore as are intended to establish the friendship and alliance between the Honorable Company

and His Excellency the Rajah of Tanjore are hereby strengthened and confirmed, and the contracting parties mutually agree that the friends and enemies of either shall be considered to be the friends and enemies of both.

ARTICLE 2.

The several provisions heretofore established for enabling the contracting parties to carry the spirit and intention of the preceding Article into execution having proved defective, and the result of an enquiry instituted by the authority of the Right Honorable the Governor General in Council, with the previous written consent of His Excellency Maharajah Serfojee, for the purpose of ascertaining the actual state and condition of the country of Tanjore, having proved that it is become indispensably necessary to establish a regular and permanent system for the better administration of the revenues of the said country, it is stipulated and agreed that all former provisions for securing a partial or temporary interference on the part of the Honorable Company in the government or in the administration of the revenues of the country of Tanjore shall be entirely annulled, and that in lieu thereof a permanent system for the collection of the revenue and for the administration of justice shall be established in the manner hereafter described.

ARTICLE 3.

The Honorable Company shall be at liberty as soon as possible to ascertain, determine, and establish rights of property, and to fix a reasonable assessment upon the several soubahs, pergunnahs, and villages of the country of Tanjore, and to secure a fixed and permanent revenue, and the said assessment as ascertained and fixed shall not be liable to change, but shall be collected according to fixed rent-rolls by such officers as shall be appointed for that purpose.

ARTICLE 4.

A court or courts shall be established for the due administration of civil and criminal justice under the sole authority of the English East India Company. The said courts shall be composed of officers to be appointed by the Governor in Council of Fort St. George for the time being, and shall in no instance whatever be subject to the control, authority, or interference of the said Rajah, but shall be conducted according to such ordinances and regulations (framed with due regard to the existing laws and usages of the country) as shall from time to time be enacted and published by the said Governor in Council.

ARTICLE 5.

The revenues shall be collected according to the rates of assessment to be established by the third Article by the said Governor in Council for that purpose, and the said Rajah shall exercise no control whatever, nor in any manner interfere in the administration of the said revenues.

ARTICLE 6.

Whereas it is stipulated and agreed by the fifth Article of the Treaty of 1792 that the payment to be made to the Honorable Company by His Excellency the Rajah shall amount to five lakhs seventy-four thousand two hundred and eighty-five Pagodas per annum, under the different denominations of subsidy, peshcush, public and private debts, it is now stipulated and agreed that these distinctions shall for ever cease, and that the whole revenue shall be collected and accounted for by the said Company, in the manner hereafter provided, the said Company charging themselves with the payment of that part of the registered private debt which has not already been transferred to their account.

ARTICLE 7.

In lieu of the said stipulations in the fifth Article of the Treaty of 1792, it is hereby stipulated and agreed that His Excellency the Rajah shall in all cases receive annually one lakh of Star Pagodas, which shall be considered to be the first charge payable from the net revenues of Tanjore. In addition to the said sum of one lakh of Star Pagodas, His Excellency shall receive a proportion of one-fifth, to be calculated on the remainder of the net revenue after deducting all charges of collection, of whatever description, and the charge specified in the following Article.

ARTICLE 8.

It is stipulated and agreed that the sum of twenty-five thousand Star Pagodas shall in all cases be appropriated to the support of the late Rajah Ameer Sing, and shall be considered as a charge on the revenue to be deducted previous to the calculation of the proportion of one-fifth above mentioned. The residue of the revenues, after the foregoing deduction, shall be at the disposal of the said Company.

ARTICLE 9.

It is stipulated and agreed that the Rajah shall be treated on all occasions, in his own territories as well as in those of the Company, with all the attention, respect, and honor which is due to a friend and ally of the British nation

ARTICLE 10.

Whereas His Excellency the Rajah has had occasion to complain of inconvenience to His Excellency and his servants, from the present mode of garrisoning His Excellency's hereditary fort of Tanjore by a part of the Honorable Company's troops, it is stipulated and agreed, with a view to the accommodation and satisfaction of His Excellency, that the said fort of Tanjore shall be evacuated by the Company's troops entirely, and that His Excellency shall be at full liberty to garrison the said fort in such manner as to him shall seem fit.

Provided always, that in the event of an invasion of the territories of the Company or of their allies, or in the event of any failure in the due performance of the engagement contracted by His Excellency the Rajah, the said Company shall

again have power to occupy the said fort as a military post for the protection and mutual interests of the contracting parties; the said Company binding themselves to evacuate the said fort as soon as the reasons for not re-occupying it shall no longer exist.

ARTICLE 11.

His Excellency the Rajah stipulates and agrees that the said fort shall in no case whatever become an asylum for public offenders or for persons desirous of escaping from the jurisdiction of the courts of civil and criminal justice, or from the authority of the revenue officers, or of any other branch of the authority of the Honorable Company; and His Excellency the Rajah further agrees to deliver up all such persons without delay on application from such officer or officers as the Governor in Council of Fort St. George shall appoint for the purpose.

ARTICLE 12.

In complaints brought before any of the courts of justice in which it shall appear, either by the application of the Rajah or the representation of the defendants, at or before the time of giving in his or her answer, or by the petition of the complaint, that both parties are relations, or servants, or dependants of His Excellency, or inhabitants usually resident within the fort of Tanjore, it is stipulated and agreed that such parties shall, in the first instance, be referred for justice to the Rajah or to any person he may appoint to dispense it. Any complaint against the Rajah's relations, immediate servants, or others, residing in the fort of Tanjore, by persons of a different description shall, in the first instance, be made to the Company's representative at Tanjore, who shall refer it to His Excellency. The Rajah hereby engages to order an immediate investigation to be made in his Court of justice, or in case the parties should desire it, to order the dispute to be referred to a proper arbitration, His Excellency engaging to bring it to a direct issue and to carry the sentence or award, if unfavourable to his relation or servant, into immediate execution.

ARTICLE 13.

In order that His Excellency the Rajah may have full satisfaction, in respect to the revenues of the territory hereby subjected to the management of the Company, His Excellency shall be at liberty to inspect the accounts of the head cutcherry, or collector's treasury, from time to time, or to station a vakeel or accountant, at his own expense, for the purpose of taking and transmitting to His Excellency copies of any or of all the accounts which shall be recorded in the head cutcherry or treasury of the collector.

ARTICLE 14.

Whereas a certain annual peshcush, amounting to two thousand Chuckrums, is payable by the Danish Government of Tranquebar for lands held of the Rajahs of Tanjore in the vicinity of that place, it is stipulated and agreed that the said peshcush shall continue to be received by His Excellency the Rajah, without

any deduction from His Excellency's proportion of the revenue, as hereinbefore stipulated.

ARTICLE 15.

And whereas it is necessary to the convenience and comfort of His Excellency the Rajah that certain supplies of rice, gram, and other grain should be supplied for the use of His Excellency, the Company bind themselves to furnish the said supplies as often as the Rajah shall find it necessary to apply for this purpose, His Excellency binding himself to pay for the said grain, with the charges of transportation, at the rate of the current prices for the time being.

This Treaty, consisting of fifteen Articles, being settled this day, the 25th October 1799, corresponding to the 12th of Alpeshy in the year Sedhartey, by Benjamin Torin, Esquire, on the part of and in the name of the Right Honorable Richard, Earl of Mornington, Governor General aforesaid, and by His Excellency Maharajah Serfojee Rajah, on his own part, the said Benjamin Torin, Esquire, has delivered to His Excellency Maharajah Serfojee Rajah one copy of the same, signed and sealed by himself, and His Excellency Maharajah Serfojee has delivered to Benjamin Torin, Esquire, another copy of the same, sealed and signed by himself; and Benjamin Torin, Esquire, engages that the said Treaty shall be ratified by the Right Honorable the Governor General under his seal and signature within forty-five days from the date hereof.

SRI RAM PERTAB.

No. XVII.

Real escripto do PRINCEPE BADDACALAMCURRO do Pallacio de Paly ao HONERAVEL COMPANHIA INGLEZA na hera de 883 (1708).

A fortaléza de Tallicheira setem ja feito por ter eu rogado é pedid amigavelmente. Por ver e conhesar o amor e amizade que a Companhia tem comigoe como meo Palacio, consedo e dou a fortaléza como seu lemite a Honeravel Companhia, a onde nenhua pessoa terà que demandar procurar e hortelizar. O nosso juncao séra obrigad a dar a nos na forma que setem assentad. Hoje Agosto 30 de 883.

Note.—From a copy in the Portuguese manuscripts in the Huzzur records.

Translation.

Royal writing from PRINCE BADACALAMCURO of the Pally Palace, to the HONORABLE ENGLISH COMPANY in the year 883 (1708).

The fort of Tellicherry has been built at the request and entreaties made by me as a friend. To acknowledge the love and friendship which the Company bears towards me and my palace, I give and make over the said fort with its limits to the Honorable Company, where no person shall demand, collect and plant. Our custom house will be obliged to give us what has been settled.

This day, August 20th (*Sic.*), 883.

No. XVIII.

Traducçao em Portugues da Capitulaçao de pasque fes com CURUGOTTO NAIRO, —1719.

Escripto do Irivadinato Cariaparraynoru a Mr. Adams, Mayor por Honeravel Companhia Ingleza. Eu por ter usado mal dos sem resoim feita com Honeravel Companhia consedo, e dou de satisfaçao e por gastos de guerra os seguintes :—

1°.—No Ponole e outros lugares pertesente amin o contrato da Pimenta a fora Honeravel Companhia se outro algum comprar pode reprezare tòmar.

2°.—A pimenta que Honeravel Companhia comprar e levor de minhas terras nao me pagara o juncao.

3°.—O oitero Ramem tenho consedido a Honeravel Companhia. Os lemites do dito oitero começa de acaba nassoma seguinte. Por banda do nassante do dito oitero Ramem athe a onde a caba; por banda de ponente do dito oitero athe o mar Por banda de sul do dito oitero athe o seu fim; por banda do norte do dito oitero athe Tallicheira. Nestes quatro lemites nao heyde plantar arvores nuso lugares que forao cortados e destruhidos. Nesta forma tenho consedo e dado a Honeravel Companhia com consentimento do Rey e Governo desta terra

e dos meus herderos. Por todo refferido e escrito, nao havera mudança emquanto durar o sol ea lua. Juro na era de 895 (1719, Setembro 29).

Note.—From a copy in the Portuguese manuscripts in the Huzzur records.

Translation.

Translation in Portuguese of the capitulation of peace made with the CORANGOTTO NAIR,—1719.

Writing from Irivadinato Cariaparraynoru to Mr. Adams, Chief of the Honorable English Company.

Having behaved ill towards the Honorable Company without any cause, I cede and give the following as a reparation and on account of the expenses of the war :—

1st.—At Punhole and other places belonging to me, if any one, save the Honorable Company, buy pepper to deal in, you can seize and take (it).

2nd.—On the pepper which the Honorable Company may buy and convey from my country, no duty need be paid.

3rd.—I give and make over the Ramem hill to the Honorable Company. The limits of the said hill commence and end as hereunder mentioned. On the east, as far as the place, where the hill terminates; on the west as far as the sea; on the south, as far as the place, where the hill ends; on the north, as far as Tellicherry. Within these four boundaries, I will not plant any tree to replace those felled and destroyed. In this manner I have ceded and given to the Honorable Company, with the consent of the King and Governor of this country and of my heirs. The said writing will undergo no change till the sun and moon last. In the year 895 (29th September 1719).

No. XIX.

Real escripto do REY COLASTERI, feito e dado a Companhia Inglesa,—1722.

Desde Canharotto athe o rio de Pudupattanao, terras dos nossos predesseçoros nessos que sao nossus terras, todos os contratos, è fazendas que nellas ouver por junto, e em summa, exceptuando a Companhia O Landeza, damos e authorizamos a Companhia Inglesa para que possa commerçiar; e se nestas nossas terras vier outro algum Europeo, ou qual quer estrangeiro contrator, pode entao a Companhia Inglesa em nosso nome punir, empedir e atalhar.

Feyto por nos e entregado ao Mr. Robert Adams por negocios da Companhia Ingresa no costa Malavar, ao 23 de Marco na era de 897 (1722).

Note.—From a copy in the Portuguese manuscripts in the Huzzur records.

Translation.

The Royal writing of the KING COLASTERI made and delivered to the English Company,—1722.

All the trades and farms within our and our predecessor's territory from Canharotte down to the river Pudupatnam are all given to the English Company, save that granted to the Dutch Company; and we authorize the English Company to carry on their commerce. If any other European or any other stranger come to this our country, the English Company can, in our name, punish, prevent and drive away.

Made and delivered by us to Mr. Robert Adams for the trade of the English Company on the Malabar Coast, dated 23rd March 897 (1722).

No. XX.

Escripto do BAVNOR DE BADDAGARE feito e dado ao Ingles Mr. ADAMS Mayor na costa Malavar por negoçios de Honeravel Companhia Ingleza em Tallicheira na a pazi goacao das diferença que entre eu e Companhia nos capitulacoim dapas que se fes entre nos assentouse as couzas seguintes,—1725.

Primeira mente des de o Janeiro de 901 (1726) por diante nao goardarey nem darey pousada em Caddatuvaynatto a outro nenhum Europeo. Segundaria mente desde a era e tempo assima por diante o cardamumo e pimenta de Caddatuvaynato excepto a Companhia Ingleza nao darey nem deixarey dar a outro nenhum Europeo. Prometo de goardar tudo oq. setem assentado e escripto ca sem haver nenhua differença.

Fevereiro 17 de 900 (1725) escripto no Palacio de Mutungul.

Note.—From a copy in the Portuguese manuscripts in the Huzzur records.

Translation.

Writing of BAVNOR of BADAGARA made and delivered to the Englishman Mr. ADAMS, the Chief of the Malabar Coast, for the trade of the English Company at Tellicherry,—1725.

With the view of settling the difference, which arose between me and the Company, regarding the Peace Capitulation entered into between us, the following resolutions have been made :—

1. From January 901 (1726) and forward, I will not retain, nor give shelter, at Cadattuvaynattu to any other Europeans.

2. From the aforesaid period, I will not give, nor permit to be given to any other European, save the English Company, the cardamom and pepper of Cadattuvaynattu. I promise to conform to all that are here written without any difference. February 17th, 900 (1725). Written in the Palace of Mutungul.

No. XXI.

Copia de duas allas que o REY DE TREVANCOR ea RAINHA DE ATINGA possarao confirmando a serca do Palmar de Palatady e Cottudale concedido a Honeravel Companhia no tempo do Commendor EZAKIAH KING no anno de 1731 Janeyro 10.

As partes de Cherreingue os Palmares de Palatady e Cottudale como deantes o Commandor de Angenga tinha Comprado eno anno de 1721 em 15 de Abril, qdo. (quando) o Commendor de Angenga e dos mais pessoas for ao para Atinga a prezenter Sagoate a Rainha pella treicao que os Pullas e Carecarras fazerao matando ao Commendor e apanhando tudo o dinheiro da Honeravel Companhia. Visto haver tantas perdas e dannos a Honeravel Companhia temos consedido o mesmo Palmar a Honeravel Companhia, largand as suas rendas e cortagem das ollas e outro tudos nossos prevelegios que pode a Honeravel Companhia com seus herdeiros gosar estes Palmares para sempre sem empedimento algum em havendo algum empedimento. Somos obrigades de dezempedir e protectar por parte da Honeravel Companhia e por ser assim na verdade consedemos estas confirmaçoim no anno de 1731 Janeyro 10 com os nossos assignados demos ao Commendor Ezakiah King.

Note.—From a copy in the Portuguese manuscripts in the Huzzur records.

Translation.

Copies of two Ollas by which the KING of TRAVANCORE and the QUEEN of ATENGA confirmed the Grant of the Gardens of Palatady and Cottudali to the Honourable Company, in the time of HEZAKIAH KING, on 10th January 1731.

Towards Cherreungue are the gardens of Palatady and Cottudali, which were formerly bought by the Commander of Anjengo, but when, on the 15th April 1721, he and ten other persons went to Atenga to make presents to the Queen, they were killed by the treachery of Pullays and Karikars, who seized the money of the Honourable Company. Seeing the loss and the damage thus done to the Honourable Company, we have ceded the same gardens to them, giving up their revenues and the right of cutting trees and all other privileges, which the Company

may take and they and heirs may enjoy these gardens without any obstacle or having any obstruction; but we are obliged to ask for a free passage and protection on the part of the Honourable Company. Thus, in truth, we confirm (the grants) with our signatures to the Commander, on the 10th January 1731.

No. XXII.

Royal writ of PRINCE ODEAVARMEN of the Palace of Palli, heir of the KING of COLASTRI,—1734.

We, of our good will, and pleasure, do give a Grant to the English Company, of the island of Durmapatam, with the Lands lying thereon surrounded by its bordering Rivers, and the said Lands, with the Bars and Rivers thereunto belonging, are accordingly granted by us, the Prince Odeavarmen of the Palace of Palli, in this writing delivered to the present English Chief, Stephen Law, in the month of May, 909-Malabar, (which answers to the year of our Lord 1734), as be it known to our heirs that this is in truth and reality.

No. XXIII.

Royal writing of PRINCE CUNHAMADO of the Palli Palace to the Honourable English Company,—1736.

Besides the fortress hitherto granted to the English Company by me and my Predecessors in this Kingdom, I do now empower them to erect another, at the entrance of the river Biliapatam, on the spot called Maddacara, there to enjoy the sole traffic of pepper and cardamoms produced in those parts, and moreover with an intent, that they do prevent the Canarese frequenting with their vessels for molesting me that way. I do also empower the said Company to erect another fortress on the point of Edacaute for the better security of their trade carried on in the country of Randatarra. Given in March 910 (1736).

No. XXIV.

Translation of an Olla by the FIRST KING of COTIOTE and delivered to MR. THOMAS BYFELD, dated the 31st July 1748.

Having discoursed with Mr. Byfeld, who has been here concerning all transactions in general, I do agree, that the English Company shall carry pepper and cardamoms out of my country as formerly, and that hereafter I will not permit any European nation so to do. If they are desirous to secure their merchandise

in this place I will instantly upon advice thereof give them a remedy for it, and should I want assistance the said Company are to afford it to me, and I will reciprocally supply them with what succours they may stand in need of.

No. XXV.

Treaty with the Prince of Cherical in 1756.

Article 1.

If the French or any other power should come against the English Company in any part of the dominions of the King of Colastria, which extend from Canharottu north to the river of Cotta south, the Prince of Cherical promises to assist them with all his people and arms and to use his influence to get succours likewise from the other powers.

Article 2.

Immediately on a French fleet of ships appearing off or on, the Chief of Tellicherry advising of their being seen, the Prince of Cherical promises to send fifteen hundred musketeers to the assistance of the English Company with such others after them as he can procure, as is stipulated in the above Article: and further, in case a large English force comes to Tellicherry and the Chief of Tellicherry requests the Prince of Cherical to afford his assistance to expel the French from the country, he promises readily to give it to the best of his ability on its being previously settled what part of the gain he (the Prince) is to have, the English proving successful.

Article 3.

If the French or any other power comes against the Prince of Cherical, the English Company promise to assist him with armed people, balls, powder, and loans of money.

Article 4.

Whenever the forces of the English Company act in conjunction with those of the Prince's, the heads of these last are to be under the directions of the officer who may be appointed from time to time by the Chief of Tellicherry to command the English forces.

Article 5.

All forces sent by the Prince of Cherical to the assistance of the English Company are to be paid by them in the manner of their own Nairs; as, on the contrary, the forces sent by the English Company to the assistance of His Highness with the balls, powder, etc., are to be at his charge and expense.

Article 6.

The trade and commerce of the English Company, in the dominions of Colastria, are to remain on the same footing as formerly; and the Prince of Cherical accord-

ingly promises to put no impediments in the way of it, but to use his influence to enlarge it; as on the other hand, the English Company promise to favour the Prince in the interest and affairs of his country, according to his necessities, as in times past.

No. XXVI.

Articles of the Firmaun granted by the Bringah Rajah in 1758.

Article 1.

Whatever pepper or betelnut you purchase in my dominions, the country of Bringah, you shall pay for my duties, customs, and perquisites and those of my ministers, in all two Pagodas twelve Fanams on every hir of betelnut; and in like manner, on every hir of pepper two Pagodas fifteen and a half Fanams, and I allow and give up to you two and a half Fanams on every Pagoda; and in case the merchants shall all agree to make any allowances to my custom-master, you shall pay your proportion only.

Article 2.

Whatever pepper belongs to me, or is produced in my dominions as Rajah of Bringah, I secure unto you and will not sell it to any one else, but you shall buy it at the general price settled with the other merchants between the months of November and March; but in case you do not buy it between those months you shall not hinder or object to our selling it to any one else. And in case any disputes shall arise between you and the merchants of my country, I, the Rajah, will oblige them to deliver their pepper at the price you have settled with them; but in the recovery of your private debts I have nothing to do.

Article 3.

If you choose to advance any money to the merchants, and will do it in the presence of my parpadar and secretary, I will then make all such advances secure to you.

Article 4.

Whatever ground you want to build a Bankshall on, and for your servants, sepoys, etc., I give to you without any ground rent or fees, and to mount six small guns on it to secure the Honourable Company's treasure and goods, and that a good understanding and strict friendship be carried on between us.

Article 5.

In case any dispute happens between your people and mine you are to apply to me for justice, which I will give to you immediately; and, in like manner, if any of my people are injured by yours, I will apply to you and you shall do justice; and if any of my people choose to take your service you shall not employ them

without my leave; nor will I employ yours, but with your consent obtained in the same manner.

ARTICLE 6.

If any of my merchants owe you any money, you have full power to recover it, and I will not interfere; but if you cannot recover it yourself, I will assist you and settle the dispute.

ARTICLE 7.

All goods you bring into my country shall pay only two per cent. customs, and if you do not sell the goods you may export them again without any customs.

And the customs which all merchants pay on pepper amount to upwards of four Pagodas per candy, so that deducting the one Pagoda and a half Fanam, and also the two and a half Fanams allowed on each Pagoda, the abatement in his duties will exceed six Rupees per candy.

The allowance mentioned in the first Article to be made to the Rajah's custom-master, means a trifling annual present given to him by all the merchants at Bringah.

N.B.—An hir is equal to an Onore candy, or very few pounds less.

No. XXVII.

AN AGREEMENT made by ALLY RAJAH of CANNANORE with THOMAS HODGES, ESQ., CHIEF of TELLICHERRY, making God witness for remaining in good union with the HONOURABLE ENGLISH EAST INDIA COMPANY,—1759.

ARTICLE 1.

If at any time the French or any country powers of Malabar shall design to come against the Honourable English Company, or said Honourable English Company propose going against any of the abovementioned, I oblige myself by this writing to act entirely on the part of the Honourable English Company, and to assist them readily with three hundred (300) men armed with my firearms, at all times that the Chief of Tellicherry shall advise or ask me, and in no respect will I take part with them who may be the Honourable Company's enemies. The Company shall pay these people that I send as they do their own Calliquilones, and give to the family of any that may die in battle in like manner. Besides this assistance, if the Company shall have occasion of more of my musketeers, I will assemble as many as I can and supply the Company with them on the abovementioned terms.

ARTICLE 2.

I have this day borrowed of the Chief of Tellicherry, Thomas Hodges, Esq., on the Honourable English Company's account, thirteen thousand (13,000) Bombay silver Rupees. For this money I oblige myself to deliver, weighed in Tellicherry,

pepper to the amount of the said thirteen thousand (13,000) Rupees from the beginning of January to the end of March 1760 c. s. (935 M. S.) at the price that the Honourable Company shall contract for it with their own merchants in Tellicherry. And in case the above written is not fulfilled and the time limited exceeded, I hereby give the Company free liberty to take my vessels to the amount of what I may be indebted on this account: and to confirm what I declare I have passed this with my sign in Tellicherry this 7th day of March 1759 c. s. (934 M.S.).

No. XXVIII.

ARTICLES of the FIRMAUN granted by the RAJAH of BEDNORE to ROBERT GAMBIER and the GOVERNOR, CHARLES CROMMELIN,—1759.

Robert Gambier having applied to us through Vishnoo Sabayet about some privileges and our leave to build a factory at Onore, therefore we have granted him, as Vishnoo Sabayet applied in his name, our permission to build a factory at the Bar of Onore, under the province of Chandore, for which purpose we have granted our liberty to mount thereon in all 21 large and small carriage guns. The English shall not pay any ground rent for whatever houses they or their servants build within the place granted them, but if they build any houses without that place, they must pay ground rent for them.

ARTICLE 2.

That the English or their servants have free liberty to go up country and pass backwards and forwards in our dominions as they please, and all the Rajah's officers and subjects must show them all proper respect.

ARTICLE 3.

Whatever goods or merchandize the English or their broker shall bring into their factory at Onore, or import into Mirzee river (except horses), they shall pay on the amount they are sold for only one and a half per cent. customs tollidurries, etc., officer's fees included.

ARTICLE 4.

If the English or their servants import any goods at Campta they shall also pay only one and a half per cent. customs, except on sugar, dry dates, wet dates, kissmisses, cocoanuts, copra chalb, mungest, tobacco, opium, cotton, salt, brimstone, and toothenague on which they shall pay customs as other merchants.

ARTICLE 5.

If they export any country goods they shall pay the country customs, and if they import any goods at any place except Mirzee, Campta, and Onore they

shall pay customs as other merchants, except on gold and silver, on which no customs shall be charged, and in case their goods remain unsold and they choose to export them again they shall not pay any duties.

ARTICLE 6.

If they cannot sell their goods at the places allowed them, and they choose to carry them inland, they have full liberty to do so, and our killadars, etc., officers shall not on any account molest or impede them.

ARTICLE 7.

After they have paid the customs at the place allowed them, if they choose to carry their goods inland, they shall pay two Pagodas customs for as much as one man can carry of broad cloth, cutnees, velvets, and silk as far as Madura, and if they go beyond Madura then they shall pay the usual country customs, and in case they choose to sell their goods in the way they must pay the usual customs of the place at which they sell, but on all goods carried directly from Onore to Bringah, they shall only pay customs of one and a half per cent. at Onore, and then no further customs till they come to Bringah.

ARTICLE 8.

If the merchants or people to whom the English sell their goods shall make any disputes or delays about paying them their money, our killadars, etc., officers must assist the English all in their power to recover their money, and the English may, if they please, carry the merchants, etc., who owe them money, and keep them prisoners in the factory till they have full satisfaction, and our killadars, etc., officers shall not impede or make any disputes with the English on this account.

ARTICLE 9.

Nobody must go into the English factory by force; if they do, and the English complain of them, our killadar, etc., must do speedy justice and punish them, and whatever slaves or servants run away from the English all the Rajah's officers and subjects must secure them and deliver them up again to the English, but they must not cut their heads off.

ARTICLE 10.

In like manner if any of the Rajah's people run away they must deliver them up if they go to the English; and in case any people shall steal anything from the English factory, the Rajah's officers and subjects must assist the English to secure the thieves and recover what is stolen. If the English import any goods as necessaries they shall pay no customs on them

ARTICLE 11.

The English must not kill any cows, oxen, or men in our dominions.

ARTICLE 12.

If any ships, grabs, or boats belonging to the English are shipwrecked in the Rajah's ports, or on his coasts, all the Rajah's subjects and officers must assist the English in saving all their goods and effects and deliver whatever is found to the English, but the English have nothing to do with any vessels belonging to any other merchants.

ARTICLE 13.

If any oxen with pepper, betelnut, or other goods come down from inland (or any part of our dominions) belonging to the English, the custom-man must settle the customs directly.

ARTICLE 14.

The English have free liberty to cut timber, stone, and wood to build their factory and repair their boats, etc., with ; but in case they want to cut any masts and timbers to build ships with they must first obtain our permission.

ARTICLE 15.

All ships, grabs of war belonging to the English, have free liberty to import and export without paying any anchorage duty.

ARTICLE 16.

The English have anchorage duty, killadars, etc., officers' perquisites, and all fees included, in one and a half per cent.

ARTICLE 17.

Whatever pepper the English bring from Bringah shall only pay half a Pagoda customs at Gersipah, and the Banda Bayd custom-men must always come immediately when the Englishmen send for them ; and in case they do not come, the English may carry their pepper on to Gersipah without paying customs and settle all their customs there.

ARTICLE 18.

The English have free liberty to settle their factory in Bringah, and we are well pleased that the Rajah of Bringah should carry on a good friendship with the English according to the Firmaun granted them by the late Rajah Samsunker Naique.

No. XXIX.

ARTICLES of AGREEMENT with the KING of COTIOTE, dated the 23rd of August 1759.

ARTICLE 1.

If at any time the French or other power shall attempt to annoy any part of the Honourable Company's districts, or the Chief for the time being shall have notice of such an intention and for the defence thereof applies to the King Regent for his assistance, he promises immediately to furnish any number of his Nairs or musketeers, that may be desired not exceeding six thousand; and those who come are to be paid by the Company, during their stay in their service, as follows, *viz.*, three measures of rice, Company's measure, and four bejas per day to every common Nair; and four measures of rice, same measure, and eight bejas, to every Moopa.

ARTICLE 2.

The Nairs which the King may send to the Company's assistance are to be under command of such of their (the Company's) officers as may, from time to time, be appointed by the Chief; and as the King's levying his troops is attended with an extraordinary charge, it is agreed, in consideration thereof, on his beginning so to do, that the Company allow him the sum of two thousand Rupees; but if it should happen that hostilities cease before proclamation of peace, or a war begun, and on that account the King's troops are returned, and yet again be required, before the expiration of twelve months from their first coming, they are to be remanded without any fresh allowance being made the King: though in case they should not be required till the commencement of another twelve months from the time abovementioned, another allowance of two thousand Rupees is to be made the King, as his then levying them will be attended with the like extraordinary expense as before. And to the families of those who may die fighting in the Company's cause they agree to give them as follows, *viz.*, to those of the officers from 340 Fanams to 750 Fanams each according to their respective ranks; and to those of the common Nairs, from 120 to 240 each, according to theirs, in like manner as the King would do, which he is to declare by Ola: and those who shall be wounded the Company will either cause to be cured by their or a Malabar doctor, at their expense, or if they rather choose to obtain their own cure, 300 Fanams are to be given to each officer and 150 to every common Nair for that purpose.

ARTICLE 3.

Should the Company at any time or times require a number of the King's Nairs to their assistance, not exceeding five hundred, they are not to make him any levying allowance on such account, but only for what may be wanted from that number to six thousand; and provided that during the stay of a supply from five hundred upwards, the King resides at or on this side of Cotiote, the Company

are to allow him two hundred Fanams per day for his expenses, exclusive of the two thousand Rupees (as per Article 2) to be given him on his beginning to levy his troops.

ARTICLE 4.

For the better preservation of the friendship subsisting between the Company and the King, and for the freedom of their commerce in his dominions, the King promises not to suffer any European nation but them to purchase pepper, cardamoms, or sandal-wood therein; and the Company are annually to present him, at the feast of Onah, with the sum of twelve hundred Fanams on receiving an Ola from him requesting it.

ARTICLE 5.

On any enemy's invading the King's territories the Company agree to supply him with powder, ball, flints, and other warlike stores at the price under-mentioned, together with the money and rice to the amount of 1,50,000 Fanams, including the amount he may at such time be indebted; all which, if the King repays within twelve months, no interest is to be charged; but if not, to run at ten per cent. per annum. The Company shall however, first endeavour to accommodate matters amicably; but if the enemy will not attend to such propositions as may be judged reasonable, the Company will then assist the King, in order to subject the said enemy, with men properly equipped with mortars, cannon, etc., he defraying the expense, giving the same pay to their Nairs and Calliquilones as above agreed by them to give his Nairs, and to the military in like manner as the Company when they employ them on such occasion; and to the killed and wounded the same as the Company are to give those belonging to him.

ARTICLE 6.

If the King should wage war against any enemy (except the Prince of Cherical) the Company agree to assist him with powder, shot, etc., at the prices below, together with money to the amount of 75,000 Fanams, including likewise what may at such time be indebted.

ARTICLE 7.

On the Company's taking arms offensively against any power whatever (except the French), the King promises to afford them the assistance stipulated in the first Article of this agreement and on the same terms; and should the Company proceed against any of the fortifications belonging even to the French, the King engages not to assist them (the French) in any shape, but contrariwise to man the Company's forts with his troops, if required, during the absence of their own forces on such expedition: but if the French henceforward grant the King's enimies succours of any kind whatever against him, he obliges himself to act in conjunction with the Company offensively against them whenever they may think proper.

Prices of the warlike stores to be supplied the King, viz.—

Gunpowder	at 46 Rupees	per barrel.
Lead	„ 60 „	per candy.
Lead balls	„ 66 „	„
Iron	„ 75 „	„
Flints	„ 2 „	per hundred.
Goa paper	„ 7 „	per ream.

Explanation.

The reason of this being consented to was, on being convinced that his expenses are greater when he resides at any of those places than at others, on account of the number of people who resort daily to him, and to whom he is by custom obliged to give provisions.

No. XXX.

THE ROYAL GRANT of KING BADDACALAMOUR, REGENT of COLASTRIA, dated the 9th September 1760.

ARTICLE 1.

Of our free and good will we confirm to the English Company all their grants and privileges in our kingdom, given them by our ancestors; also the agreement entered into with our younger brother, to be and remain unalterable for ever.

ARTICLE 2.

Whereas all the pepper produced in our country is permitted by these grants to be bought by the Company without any impediment, also for them to impede any one transporting thereof; we now, in order the more firmly to establish this privilege unto them, and especially to prevent the Dutch or any one else purchasing the pepper of Randahterra, further consent to the Company's placing their people, both by land and sea, in any part they may judge proper to frustrate it and if, for this purpose, the Chief of Tellicherry shall request our assistance, we hereby promise to afford it in like manner as he may desire it.

ARTICLE 3.

All vessels, of what kind soever, drove on shore by stress of weather or other accidents in the dominions of Colastria are, by the laws thereof, the sovereign's property; but should any one belonging to the English Company, or having their sealed pass, happen to run ashore in any part of our dominions, we promise not to seize thereon but rather to be aiding, so as to prevent as much as possible any damage or loss accruing to the said vessels or her cargo, and to restore her to the Company for account of the lawful owners.

ARTICLE 4.

Having frequently experienced maleficent and disobedient behaviour in our heir, Unnamen Tamban, we are determined to reject him and take such other as on consulting with the Chief of Tellicherry, he may approve; though in case Unnamen Tamban returns to his obedience, with the Chief's consent, we will retake him for our heir: and should any of our successors happen to be brotherless or nephewless and be necessitated to constitute some other Prince more distantly allied, their heir, we agree that he shall first advise with the Chief, for the time being, of Tellicherry, and not appoint him but with his approbation.

ARTICLE 5.

At the expiration of forty days we will come again to Tellicherry, and cause a calculate to be made of the amount customs we receive from the Company and those trading under their protection in our dominions, agreeable to which we will agree to accept of a certain stipend to be paid us annually in lieu thereof.

AN OBLIGATION given by the KING REGENT of COLASTRIA, the 9th of September 1760.

ARTICLE 1.

Whatever balances may be due to the Honourable Company from the Princes of the palace of Palliquilote on the adjustment of that account with my ministers, together with that owing by the four Chiefs of Payenalt (who are the Achamars of Randahterra) on Randahterra, with the interest thereon agreeable to their obligation, also the amount of what the King may be supplied with in his present exigency, His Majesty obliges himself to discharge out of the annual rents of Randahterra Poddateddattu Naudu, situated to the southward of Nelleaseroon, and Cunhangalattu, to the southward of said Poddateddattu Naudu, until the whole is paid off; and to that effect His Majesty hereby mortgages to the Company the revenues of those places.

ARTICLE 2.

The district of Randahterra having, for these eight or nine years past, been greatly oppressed with heavy rents and fines to its great detriment, and which, if continued, will end in the total ruin thereof, particularly the pepper plantations there, whereby the Company will receive great prejudice, the King promises to alleviate the rents of the said place, also to moderate the fines, by not letting them together exceed twenty-five per cent.

ARTICLE 3.

When the Company are paid the debts above-mentioned, with the interest that shall arise thereon, this obligation is to be null and void.

ARTICLE 4.

At the expiration of forty days, when the King comes hither and settles the annual allowance to be paid him in lieu of the customs of Tellicherry, etc., then also will be taken into consideration what part of the interest on the Achamar's debt can be remitted him.

A PRIVILEGE granted by the KING BADDACALAMOUR, REGENT of the KINGDOM of COLASTRIA, on the 22nd of November 1760, E.S., 9th of November 936, M.S.

Be it known to all that I, the King Baddacalamour, Regent of the Kingdom of Colastria, taking into consideration the many services, favours, and assistances received by our Palace of Pally, from the Honourable English Company, as well in the time of our ancestors as in our own, especially in the difference which was of late between us, and our nephew, Prince Unnamen, wherein we experienced a firm and faithful friendship from the Company; in consequence whereof, by this our royal writing over and above all former privileges, we give and grant to the said English Company our whole right of collecting customs in all and every place under their protection, throughout our dominions, from this day forward for ever ; in lieu of which the Company shall be obliged annually to pay us the sum of twenty-one thousand (21,000) silver Fanams, wherewith we are satisfied, and against which our heirs and successors have nothing to object, nor shall at any time ; it being done of our own free and good will and passed with our sign royal.

No. XXXI.

FIRMAUN from the RAJAH of SOUNDAH in 1760.

Wekrum Servecher, Margeser Buboots Dismey, or about the 24th of December 1760.

Sereipnar Nao Maha (Mibhoo of Soundah) Sevajee Mudoo Sudasaw Rayenderoo.

This Firmaun is granted unto Robert Gambier, belonging to the Honourable English East India Company, at Onore, according to the application made to us by Luximycant, who has desired to enter into an engagement with us about the pepper produced in our dominions: we, therefore, have granted you th's writing, whereby we allow you full liberty to purchase all the pepper produced in our country, of the Zuzendars or Presaguls, except what is due unto us for our customs Habaday, and all other fees included, eleven Chanouree Pagodas per each Nessa ;

and this liberty we grant you for the full space of one year, and have accordingly issued the necessary orders to our custom-masters and officers.

RAJAH OF SOUNDAH.

N.B.—A Chanouree Pagoda is about three Rupees and two quarters and a Neese about twenty maunds and three quarters of Onore weight.

No. XXXII.

ARTICLES of AGREEMENT made with the KING of CARTINAAD on the 30th December 1761.

ARTICLE 1.

The pepper, sandal-wood, and cardamoms produced in the kingdom of Cartinaad shall be contracted for by the English Company without any impediment, they advancing for and buying them at the current prices, and paying the King, eleven Fanams and a quarter as duties on each candy of pepper, and on all the articles agreeable to the custom of the country.

ARTICLE 2.

If at any time it should happen that any vessel, whether large or small with the Honourable Company's sealed passport and English colours, be drove ashore in the kingdom of Cartinaad, on the Chief for the time being writing to the King he promises to deliver up the said vessel and her cargo, the Company defraying any expense the King may be at in placing guards for the better safety thereof.

ARTICLE 3.

Any person or persons who may desert the Honourable Company's service whether with arms or without, if found in the kingdom of Cartinaad, the King obliges himself to seize and send back, provided that on his application for pardon it is granted.

ARTICLE 4.

Whoever of the King's subjects may in future become the English Company's contractors, as long as they shall continue punctual to their engagements, the King promises to protect and countenance them; but those who do not, on a representation being made to the King, he obliges himself to compel them or their heirs to satisfy what they may be indebted to the Company.

ARTICLE 5.

On any enemies commencing hostilities against the English Company, if they have occasion for the King's assistance, he engages to supply them with five

thousand musketeers till such occasion may subside, the Company paying them in like manner as the King shall advise himself does; and contrariwise, when an enemy shall commence hostilities against the King, or if it should happen that any of his subjects should rise in rebellion against him, the Honourable Company promise to assist him with their troops, ball, powder and arms, as far as they are able, the stores at the same prices their friends have them at; and the King obliges himself to pay for them immediately on their being received.

No. XXXIII.

AGREEMENT with the PRINCE of CHERICAL,—1765.

An AGREEMENT made with the actual PRINCE REGENT of CHERICAL on the 23rd of March 1765.

In the year 940 (March the 13th) Malabar style, I, the Regent Prince Revyvarma, certify by this agreement that I have consented the province of Randahterra shall be under the Honourable United English East India Company's protection, and for them to collect the rents and revenues thereof towards paying their demands due by the Achamars, in the same manner as was done, practised, and agreed upon formerly between my uncles, the Princes of Cherical, and said Honourable Company: in reliance of which being punctually attended to by them, I have this day consented and given the same to them upon a promise made me on the part of the said Company by their Chief, Thomas Byfeld, Esq., that all necessary assistance for the good of my palace shall be afforded when required, agreeable to what has been observed in times past.

The CHIEF of TELLICHERRY'S Declaration to the PRINCE REGENT of CHERICAL on his assignment of RANDAHTERRA on the 23rd of March 1765, E.S.

In the year 940, ditto 13, M.S., I, Thomas Byfeld, Esq., Chief of Tellicherry, do, by these presents, declare, in behalf of the Honourable United English East India Company, that the present Prince Regent, Revyvarma, having put the province of Randahterra under their protection, and has ceded the revenues thereof to be recovered by them, towards discharging the amount of their demands on the Achamars of the said province, confirming in full force his uncles' grants of the same, by a written instrument executed by him this day.

These are to certify, all separate rents and immunities whatever, belonging to his palace therein, shall be preserved, and is hereby confirmed thereto, on the part of the Honourable Company, in the same manner as was formerly observed and allowed of.

THOMAS BYFELD.

No. XXXIV.

The following TREATY of ALLIANCE and FRIENDSHIP is entered into and agreed upon by BRIGADIER-GENERAL MACLEOD, COMMANDER-IN-CHIEF of HIS BRITANNIC MAJESTY and the HONOURABLE ENGLISH EAST INDIA COMPANY'S FORCES, on behalf of the said HONOURABLE COMPANY on the one part, and the BEBEE or QUEEN of CANNANORE and ALLIA RAJAH, her husband, on the other part,—1784.

1st.—There shall be firm peace and friendship between the aforesaid parties.

2nd.—The Queen shall possess all the country of which she stood possessed before the English army marched into her country.

3rd.—The Queen will pay to the Honourable the Presidency of Bombay, within the space of one twelve month, one lakh and one-half lakh of Bombay Rupees as an indemnification for the expense of the war, and she will also pay an annual tribute of one lakh of Rupees to the said Presidency.

4th.—The said Presidency will protect her in the possession of the said country against the Nairs her natural enemies, otherwise she cannot pay the above sums.

5th.—All the forts are to remain in possession and at the disposal of the English.

6th.—The Queen engages annually to make the first offer of her pepper to the Honourable Company to be bought at a reasonable price.

Given and exchanged under our hands and seals at Cannanore, this 8th day of January 1784 in the presence of us.

THOS. LIGHTON.	NORMAN MACLEOD, *Brigadier-General.*
ABDULLA.	BEBEE.
MOOSSA.	ALLIA.

This Treaty was disavowed by the Bombay Government on 12th January 1784, but was afterwards confirmed on 2nd February as a temporary measure during the armistice with Tippoo or until peace should be concluded.

No. XXXV.

CHIEF of TELLICHERRY'S KOWL to the NORTHERN RAJAHS,—1790.

In the name of the Honourable English East India Company and the Governor-General of Bengal, I, Robert Taylor, Chief for transacting all affairs of the English nation at Tellicherry, do hereby assure Revyvarma, King of the House of Palleculom of the kingdom of Colastria, that provided you will enter heartily into the war against Tippoo Sultan, and act vigorously against him, the English East India Company will assist and protect you, and do everything in their power to render you independent of Tippoo Sultan. And as you have agreed to enter into an alliance with the Honourable Company on the same basis of friendship that formerly subsisted between both parties, and as you have also agreed to grant receipts for such supplies as you may receive from the Honourable Company and to settle for the same hereafter, I do hereby further assure you that in any future Treaty that may take place between the Company and Tippoo Sultan, you shall be included and considered as an ally of the Honourable Company. In witness whereof I have hereunto set my hand on the Honourable Company's seal and you have affixed your hand and seal at Tellicherry this 4th day of May 1790.

ROBERT TAYLOR.

The same was granted to Porlatiry Codarvarma, Rajah of Cartinaad, under date of the foregoing month and year; and to Karlavarma, Rajah of Cotiote.

No. XXXVI.

KAULNAMAH from HIS EXCELLENCY MAJOR-GENERAL MEADOWS, GOVERNOR and COMMANDER-IN-CHIEF, etc., etc., on the part of the HONOURABLE COMPANY, to KISHEN ZAMORIN, RAJAH of CALICUT, etc., etc.,—1790.

Whereas the English forces have by the blessing of Providence possessed themselves of the fort and district of Palghat and certain adjacent countries of the Malialum, and design further to extend their possessions in that quarter; and whereas Kishen Zamorin, Rajah of Calicut, has on the present and former occasions evinced a firm attachment to the British interests and proved himself useful in supplying their armies: it has therefore been resolved that the said Zamorin shall be invested with the sole management of all the countries heretofore included in the province of Calicut which are or may be conquered by the British troops.

The said Zamorin is therefore directed to exert his authority and influence in embodying the Nairs of that country and in directing their operations against the common enemy, either separately or in conjunction with the British forces as he may be instructed by the officer commanding in that quarter.

He is to exert himself in establishing magazines in such places as he may be required to collect them, and in supplying as far as may be practicable everything necessary for the prosecution of the war, for which regular receipts will be given and the amount duly accounted for at its conclusion.

This instrument, to which strict obedience is enjoined by all whom it may concern, is to be considered as a kaulnamah and authority for administering the revenues during the present war. And at its successful conclusion by the favour of the Almighty the murassee or right of inheritance of the said Zamorin and of every Rajah, zemindar, and polygar shall be strictly examined and justly determined to the rightful inheritor agreeably to established custom, and then also the peshcush to be paid to the Honourable Company shall be equitably adjusted.

Given under my hand and seal at Coimbatoor the twenty-seventh day of September in the year of our Lord one thousand seven hundred and ninety.

W. MEADOWS,

Governor and Commander-in-Chief.

No. XXXVII.

COMMISSIONER'S AGREEMENT with the RAJAH of CHERICAL for one year,—1792.

1st.—That the Rajah shall remain with all the Rajahs and authority of Government, subject only to the control of the Company if he abuses this authority by oppressing the inhabitants.

2nd.—That a dewan on the part of the Company shall reside at the Rajah's principal place, whose business it shall be to enquire into any complaints of oppression and report them to the Chief of Tellicherry that measures may be taken to remedy the grievances complained of.

3rd.—That two persons on the part of the Company and two on the part of the Rajah proceed and make a valuation of the revenues of each district.

4th.—That as soon as possible it shall be settled what each subject is to pay to Government, in order that no oppression may take place by demanding more; that when these accounts are settled copies of them shall be lodged at Tellicherry.

5th.—That in the month of October next it shall be settled, according to the appearance of the crop, what tribute the Rajah shall this year pay to the Company to be fixed in Rupees.

6th.—That after making an estimate of the quantity of pepper which will fall to the Government's share, all that quantity shall be delivered to the Company in part of tribute at a price to be fixed in December next; if it amount to more than the tribute, the Company shall pay the difference.

7th.—That for what may remain with the ryots, merchants to be appointed by the Company shall have the exclusive privilege of purchasing and to be protected in this by the aid of Government, having also some people of the Company with them to show that they have the Company's protection.

8th.—These general principles being agreed on, any lesser points that may be necessary from time to time to adjust, shall be settled by reference with the Chief of Tellicherry.

It is understood that the present arrangement is not meant to be perpetual; it is meant as a trial how far the authority of the Rajah can subsist consistently with the good and security of the subjects, and is not to continue in force unless approved by the Honourable General Abercromby on his return to the coast.

W. G. FARMER.

A. DOW.

4th May 1792.

A similar engagement was made with the Rajah of Cartinaad on 26th April 1792.

Also with the Rajah of Cotiote.

No. XXXVIII.

ARTICLES OF AGREEMENT between WILLIAM GAMUL FARMER, ESQ., and MAJOR ALEXANDER DOW, on the part of the ENGLISH EAST INDIA COMPANY, and VEERAVARMA, RAJAH of the DISTRICT of CORIMNAAD concluded at CALICUT this twenty-seventh day of May in the English year 1792, and in the 17th of Malabar month Erravam, year 967.

The whole of the country formerly subject to the cutcherry of Calicut being ceded to the English Company by the Nawab Tippoo Sultan is become the pro-

perty of the said Company, and they alone are the rightful sovereigns of it, to whom obedience is due.

2nd.—That the said William Gamul Farmer, Esquire, and Major Alexander Dow, being deputed by the Honourable Major-General Abercromby to receive possessions of and to settle the countries so ceded by Tippoo Sultan, and particularly to fix a revenue for the present year, have agreed with the said Rajah Veravarma that the several districts comprised under the government of Corimnaad, in the Schedule delivered by Tippoo Sultan and mentioned below, shall be delivered into the charge and possession of the said Rajah, who is to act as manager on the part of the Company to collect the revenues due from the country, to administer justice, and preserve the peace and quiet of the country. The talooks included in the government of Corimnaad are as follows :—

Cusba Corimnaad	Kolehaat	Thykumpooram	Poraye
Payunad	Payumalla	Warrakumpooram	In all seven talooks.

3rd.—That it appears from accounts delivered by Shaminath Putterah, the karregar of the Zamorin, that the revenues of these seven talooks was this year rated at five lakhs twenty-seven thousand five hundred and ninety-nine Fanams, or Rupees one lakh thirty-one thousand eight hundred and ninety-nine three quarters and six reas ; although the whole was not collected the said Rajah Veravarma agrees however to pay for the said talooks into the hands of the Resident of Calicut the sum of one hundred and forty thousand Rupees for one year, reckoning from the 1st September 1792, which is the beginning of the revenue year, and ending the 31st August 1793, on three different payments as follows :—

On the 1st of January 1793 one-third, or forty-six thousand six hundred and sixty-six Rupees and two-thirds.

On the 1st May 1793 one-third, or forty-six thousand six hundred and sixty-six Rupees and two-thirds.

On the 1st August the sum of forty-six thousand six hundred and sixty-six Rupees and two-thirds.

Which said sum of one lakh and forty-thousand Rupees the said Rajah agrees to pay on the hopes of being continued in this country when the arrangements of it are permanently settled.

4th.—That any balances due from the said talooks for the revenues of the present year shall be recovered by the said Rajah on account of the Company and paid to them.

5th.—That the foregoing Articles are meant only to settle the payment for this year. Any regulations which the Company or their representatives may hereafter choose to make, relative to the revenues or to the administration of justice, the said Rajah agrees to submit to.

6th.—All the pepper produced in the said districts shall be delivered to the Honourable Company, the quantity to be settled by a survey to be made in the month of January next, and the price at the same time to be fixed.

Signed and sealed with the seal of the Honourable Company, the day and year above written.

WILLIAM GAMUL FARMER.

ALEXANDER DOW.

JOHN AGNEW.

A. W. HANDLEY.

Witness,

Mark of VERAVARMA RAJAH,

and seal.

Witness to the above signature.

JOHN AGNEW.

A. W. HANDLEY.

No. XXXIX.

ARTICLES of AGREEMENT between WILLIAM GAMUL FARMER, ESQ., and MAJOR ALEXANDER DOW, on the part of the ENGLISH EAST INDIA COMPANY, and WALLABHAN, RAJAH of the DISTRICT of VELLATRE, concluded at Calicut, this 30th day of July in the English year 1792, and on the 18th of Malabar month of Carracadagom, year 967.

1st.—The whole of the country formerly subject to the cutcherry of Calicut being ceded to the English Company by the Nawab Tippoo Sultan, is become the property of the said Company and they alone are the rightful sovereigns of it, to whom obedience is due.

2nd.—William Gamul Farmer and Major Alexander Dow being deputed by the Honourable Major-General Robert Abercromby, Governor of Bombay, to settle the said countries so ceded, the said Rajah Wallabhan came to them at Calicut and represented that the countries of Mellatoor, Augarypooram, Venarcaddo, and Kapil had always appertained to the kingdom of Vellatre, and that in consideration of services rendered the Company in assisting their armies he, the said Rajah, hoped to hold his former countries as manager for the Company,

paying to them the revenues collected from the said countries, which, by an account delivered by Kariatt Moosa, the karigar of the Rajah of Vellatre, appear to be as follows :—

Augarypooram	15,281	1	50
Mellatoor	12,287	1	0
Vanarcaddo	5,031	3	50
Kapil	2,694	0	0
Also the three districts of Congaad, Manoor and Yerterra, formerly belonging to Paliacacherry but ceded to the Rajah of Vellatre	8,472	0	0
Amount of Land Customs	2,000	0	0
Total Amount Rupees .	45,766	2	0
From this sum it appears by an account presented that it will be necessary to allow the sum of Rupees	7,356	0	0
Thus there remains net Rupees .	38,410	2	0

3rd.—This sum of net Rupees (38,410-2) thirty-eight thousand four hundred and ten and two quarters the said Rajah Wallabhan agrees to collect and pay to the Honourable Company, by the hands of such persons as they may appoint, at the following periods :—

The sum of Rupees (18,410-2) eighteen thousand four hundred and ten and two quarters on the 1st of the Malabar month Daun, year 968, answering to about the 1st of December 1792.

The sum of Rupees (10,000) ten thousand on the 1st of the Malabar month Minom, answering to the 1st of March 1793.

The sum of Rupees (10,000) ten thousand on the 1st of the Malabar month Videnom, answering to 1st June 1793.

4th.—The aforesaid amount of Rupees 38,410-2 being founded on accounts delivered as just, the Company shall have a right to appoint any persons they may please to inspect them; and if it is discovered that the collections of the country amount to more, the difference is to be paid to the Company.

5th.—Whereas formerly in the ancient government of the Rajahs, the Nair Chiefs and many of the petty Nairs held their lands without paying revenue or tribute to the Rajah but were only liable to follow them in war, Hyder Ali Khan Bahadoor and his son Tippoo Sultan destroyed this custom, and after examining the value of the property of every person they fixed the revenue which was to be paid; and this revenue Tippoo Sultan delivered over to the Company; the ancient custom is not to be renewed by the Rajah by giving back the lands free from tribute. The Company having their own troops do not want the military

service of the Nairs, and therefore, as far as they are able from the produce of their lands and gardens, they are to pay according to the jumma settled by Tippoo.

6th.—In the same manner from very ancient times grants were made of lands to the Pagodas and to the Brahmins, all which lands were by Hyder and Tippoo brought to account in the revenue; these lands are not to be given back on any account to the Brahmins or anything done tending to prejudice the revenues of the Company; they have to defend the country, and these revenues must pay the troops.

7th.—Whereas it is the intention of the Governor-General to send round persons from Bengal to inspect this country and to form rules for collecting the revenue and for the administration of justice, the said Rajah obliges himself to agree to such regulations as it is thought fit to make, and in general, at all times, to agree to whatever the Honourable Company may think fit to ordain for the better management of their country and the improvement of the revenue.

8th.—Any ministers or other persons to be employed by the Rajah in the government of the country, or the collection of revenues, to be with the consent of the Honourable Company by their representatives, and if at any time any of them misbehave, they are to be dismissed.

9th.—There being in certain districts balances due on account of the collections of the present year, an account is to be made of the same, when orders will be given to collect and the collections to be paid to the Company.

10th.—It being the desire of the Company to procure what pepper grows in the countries, they will appoint their own merchants to purchase it in the country: no other merchants are therefore to be permitted to purchase, and every assistance is to be given to the Company's merchants; the price to be paid for said pepper by the merchants to the ryots to be hereafter settled. This or any other mode which may be thought better, the Rajah Wallabhan is to assist in.

This agreement is only for one year, and subject to the approval or disapproval of the Honourable General Abercromby.

Signed, sealed, and delivered in Calicut the 30th July 1792.

W. G. FARMER.

ALEXANDER DOW.

Witness JOHN AGNEW.

JOHN DIAS.

No. XL.

ARTICLES of AGREEMENT between WILLIAM GAMUL FARMER, ESQ., and MAJOR ALEXANDER DOW, on the part of the ENGLISH EAST INDIA COMPANY, AND MAAR VICRUM ZAMORIN, concluded at CALICUT, this 18th day of August in the English year 1792, and on the 6th of the Malabar month of Cheengum, or Singum in the year 967.

1. Of the countries ceded by Tippoo Sultan there remain sundry places in the four divisions of Calicut, Belutnaad, Ernaad and Chowghaat; the Zamorin has further represented that in the districts leased to the Rajah of Corimnaad there are two talooks which are particularly desired by him, as being family places, called Burrakumpooram and Kehakumpooram. On a representation to the Rajah of Corimnaad he willingly consents to surrender these two talooks. The countries of Columgoora (Colungoor), Cadavoura (Koorwye), and Manaree (Mungaree), annexed by Tippoo to the talook of Palighat having anciently been ceded to the Zamorin, have been held and collected by him since the expulsion of Tippoo. These countries, together with the sea and land customs altogether estimated at Rupees four lakhs sixteen thousand three hundred and sixty-six and one quarter (Rupees 4,16,366-1), as per an account hereafter entered, are to be delivered over to the Zamorin for one year from the 1st day of the Malabar month Canny, year 968, answering to about the 1st September 1792 English, with full powers to make the collections, administer justice, and all other rights ceded by Tippoo Sultan to the English Company, for which the said Zamorin agrees to pay to the Honourable Company by the hands of such persons as they may appoint the sum of Rupees four lakhs sixteen thousand three hundred and sixty-six and one quarter (Rupees 4,16,366-1) in the following manner :—

2. The sum of Rupees one lakh and fifty thousand (Rupees 1,50,000) on the 1st of the month of Dannoo, answering to the 1st of December 1792 English.

3. The sum of Rupees one lakh thirty-six thousand three hundred and sixty-six and one quarter (Rupees 1,36,366-1) on the 1st of the month of Minom, answering to the 1st of March 1793.

4. The sum of Rupees one lakh thirty thousand (Rupees 1,30,000) on the 1st of the Malabar month Vederom, answering to the 1st of June 1793 English : all these payments are to be truly and punctually made at the stated periods.

5. The foregoing amount of Rupees four lakhs sixteen thousand three hundred and sixty-six and one quarter (Rupees 4,16,366-1) being founded on an account of the value of the countries leased out and delivered by the minister of the Zamorin, and estimated at one-half of the assessment levied by Arshed Beg Khan in the time of the Nawab Tippoo Sultan, it is agreed that on the part of the Company shall be inspectors to ascertain the exact amount levied on the countries as above stated, and if it is found that more is levied, the difference is to be paid to the Honourable Company. The value also of the sea customs is by computation ; it is therefore also agreed that at this place there shall be persons to inspect on the part of the Honourable Company, and if they produce more, the difference is also to be paid to the Company.

6. In the foregoing account is mentioned the revenues to be received from the Rajahs of Beypoor, Perperingod and Belutnaad, which, at the request of the Zamorin, are to be received through him as a mark of respect and superiority; it is however understood that the collections of those countries are to be made by the Rajahs of them without any interference on the part of the Zamorin. The amount payable being stated, his officer will have an order to receive it when due from the different Rajahs.

7. The Zamorin has represented that in ancient times the sovereignty of all these petty Rajahs, so far as related to the administration of justice, was in him and therefore begged that he might still be permitted to exercise this sovereignty; as the Commissioners do not perceive any harm in this, they willingly agree to it, subject to the general regulations intended hereafter to be made relative to the administration of justice.

8. That a more full and particular account shall be framed as soon as possible of the value of the several countries leased out to the Zamorin to be delivered to the Commissioners, who will have a right on their part to appoint any person they may please for the inspection of the said accounts.

9. Whereas formerly in the ancient government of the Zamorin, the Nair Chiefs and many of the petty Nairs held their lands without paying revenue or tribute to the Zamorin or to their Rajahs, but were only liable to follow them in war, Hyder Ali Khan Bahadur and his son Tippoo Sultan destroyed this custom, and after examining the value of the property of every person, they fixed the revenue which was to be paid, and this revenue Tippoo Sultan delivered over to the Company; the ancient custom is not to be renewed by the Zamorin, by giving back the lands free from tribute; the Company having their own troops, do not want the military service of the Nairs, and therefore, as far as they are able from the produce of their lands and gardens, they are to pay according to the jumma settled by Tippoo.

10. In the same manner from very ancient times grants were made of lands to the Pagodas and to the Brahmins, all which lands were by Tippoo and Hyder brought to account in the revenue; these lands are not to be given back on any account to the Brahmins or anything done tending to prejudice the revenues of the Company. They have to defend the country, and their revenues must pay their troops.

11. Whereas it is the intention of the Governor-General to send round persons from Bengal to inspect this country and to form rules for collecting the revenue and for the administration of justice, the said Zamorin obliges himself to agree to such regulations as it is thought fit to make, and in general at all times to agree to whatever the Honourable Company may think fit to ordain for the better management of their country and the improvement of their revenue.

12. Any minister or other persons to be employed by the Zamorin in the government of the country or the collection of the revenues, to be with the consent of the Honourable Company by their representatives; and if at any time any of them misbehave, they are to be dismissed.

x x

13. There being in certain districts balances due on account of the collections of the present year, an account is to be made of the same, when orders will be given to collect and the collections paid to the Company.

14. It being the desire of the Company to procure what pepper grows in the country, they will appoint their own merchants to purchase it in the country. No other merchants are therefore to be permitted to purchase, and every assistance is to be given to the Company's merchants; the price to be paid for said pepper by the merchants to the ryots to be hereafter settled; this or any other mode which may be thought better the Zamorin is to assist in.

15. The assessment for this year being rated at one-half of what it was by the account of Arshed Beg Khan on a representation from the Zamorin that to levy more would distress the inhabitants of the country, the Zamorin engages that his representation is justly founded. The Company received the Malabar country in preference to more valuable countries in order to afford their protection to the Malabar Rajahs and people; the return due from the Malabar Rajahs is justice and good faith as to the revenue, and any deviation in this respect is a breach of the original agreement, and will leave the Company at liberty to continue their protection or not, as they may think proper.

16. The Zamorin having appointed his relation the Keraki Collot (Kurki Colgum) Rajah to treat of and settle matters with the Commissioners, it was further agreed that the said Rajah of Keraki Collot should be security to the Company for the performance of these agreements, and that to enable him to be answerable, the Zamorin shall vest him with proper power and control in the general management of the country and receipt of the revenue.

Signed the day and year above written and sealed with the seal of the Honourable Company.

This agreement for one year only, and subject to the approval or disapproval of General Abercromby.

ZAMORIN. W. G. FARMER.

No. XLI.

ARTICLES of AGREEMENT between WILLIAM GAMUL FARMER and WILLIAM PAGE, ESQUIRES, and MAJOR ALEXANDER DOW, COMMISSIONERS for settling the COUNTRIES ceded to the HONOURABLE ENGLISH EAST INDIA COMPANY, on the one part, and REVYVARMA, RAJAH of the country of CHERICAL on the other part, concluded at Cannanore, this 12th day of the month of October 1792, and the 29th day of the Malabar month Canny, year 968.

ARTICLE 1.

Whereas amongst the countries ceded by Tippoo Sultan to the Honourable Company are the countries formerly belonging to the Rajahs of Cherical com-

prising, as per the account delivered by Tippoo Sultan, the following talooks, *viz.*, Cherical, Pattoom, Randahterra, Cawai, Murrage, of these countries the Honourable Company are now the rightful sovereigns in virtue of the cessions of Tippoo Sultan.

ARTICLE 2.

And whereas the Rajah Revyvarma having joined the forces of the Honourable Company at the time of making war with Tippoo and taken a kowl from the Chief of Tellicherry did act with the forces of the Honourable Company during the war: at the conclusion of the said war he was continued in charge of four of the said districts, *viz.*, Cherical, Pattoom, Cawai, Murrage, and met the Commissioners by appointment of General Abercromby at Cannanore and Tellicherry, at which latter place certain Articles were entered into with him, dated the 4th day of the month of May 1792.

ARTICLE 3.

By one of these Articles the tribute to be paid for the said countries held by him was to be settled in the English month of October 1792; the Commissioners therefore having met the said Rajah, it was settled that the pepper produced in the country should all be collected for the Honourable Company, and that for the produce of the said four districts in grain and in money revenues from the 1st of the Malabar month Canny year 968 to 30th of Chigan, the said Rajah Revyvarma should pay to the Honourable Company at Tellicherry the sum of Bombay Rupees fifty thousand or its equivalent in coins of the country or in pepper at the following periods; one-half, or twenty-five thousand Rupees, on the first day of the Malabar month of Cubour answering to about the 10th February 1793; twenty-five thousand on the first of the month Eddawan, answering to about the 10th of May 1793.

ARTICLE 4.

The said sum of fifty thousand Rupees being fixed in consequence of the Rajah's representation of the inability of the country to pay more from its ruined and uncultivated state, it is agreed that if on inspection of the country by persons appointed on the part of the Honourable Company it is found that more can be collected, it is to be for the benefit of the Honourable Company. The collections to be made this year are to be according to what was usual in the time of Tippoo, that is, fifty per cent. on the produce.

ARTICLE 5.

Whereas formerly it was the custom in the country of Cherical to take for the account of the Circar one-half of the pepper produced by the cultivators; in order to encourage people to plant more vines and to cultivate pepper, it is agreed that this custom be abolished, and that in the place of it the whole of the pepper be taken for the account of the Honourable Company at the rate of five Rupees per maund, or one hundred Rupees per Tellicherry candy of 640 pounds; this pepper

the said Rajah agrees to collect for the Honourable Company and deliver it to them at such places as may hereafter be settled, subject to such regulations as may also hereafter be settled between the said Rajah and the Commissioners for ascertaining the quantity and the mode of collecting it without oppression by those employed by the Rajah.

ARTICLE 6.

Whereas formerly in the ancient government of the Malabar country the Nair Chiefs and many of the petty Nairs held their land without paying revenue or tribute to their Rajahs, but were only liable to follow them in war, Hyder Ally Khan Bahadoor and his son Tippoo Sultan destroyed this custom, and after examining the value of the property of every person they fixed the revenue which was to be paid, and this revenue Tippoo Sultan delivered over to the Company. The ancient custom is not to be renewed by the Rajah by giving back the lands free from tribute: the Company having their own troops do not want the military service of the Nairs, and therefore, as far as they are able from produce of the lands and gardens, they are to pay according to the jumma of Tippoo or any jumma that may hereafter be settled.

ARTICLE 7.

In the same manner from very ancient times grants were made of lands to the Pagodas and to the Brahmins, all which lands were by Hyder and Tippoo brought to account in the revenue; these lands are not to be given back on any account to the Brahmins or anything done to prejudice the revenue of the Company; they have to defend the country and their revenue must pay their troops.

ARTICLE 8.

Whereas it is the intention of the Governor-General to send round persons from Bengal to inspect this country and to form rules for collecting the revenue and for the administration of justice, the said Rajah obliges himself to agree to such regulations as it is thought fit to make, and in general at all times to agree to whatever the Honourable Company may think fit to ordain for the better management of their country and the improvement of the revenue.

ARTICLE 9.

Any minister or other persons employed by the Rajah in the government of the country or the collections of the revenues to be with the consent of the Honourable Company by their representatives; if at any time any of them misbehave they are to be dismissed.

ARTICLE 10.

Any disputes which may arise relative to the revenues between the Rajah and persons in the Cherical country shall be enquired into by the Chief of Telli-

cherry, and if on enquiry the demands of the Rajah are just, the aid of the Company's forces shall, if requisite, be given to compel the payment of them.

ARTICLE 11.

The assessment for this year being rated at so low a sum as Rupees fifty thousand on the representation of the Rajah of the ruined and uncultivated state of the country, the Rajah engages that his representation is justly founded; the Company received the Malabar country in preference to more valuable countries in order to afford their protection to the Malabar Rajahs and people; the return due from the Malabar Rajahs is justice and good faith as to the revenues, and any deviation in this respect is a breach of the original agreement and will leave the Company at liberty to continue their protection or not as they may think proper. These agreements are for one year and subject to the approval or disapproval of the Honourable Major-General Robert Abercromby, Governor of Bombay.

Signed the day and year above written and sealed with the seal of the Honourable Company.

WILLIAM G. FARMER.

WILLIAM PAGE.

RAJA'S SEAL.

Witnessed by—

JAMES HARTLY.

PETER PARE TRAVERS.

A. MACLEAN.

ST. LAFRENAIS.

A similar agreement as the above was, on the 23rd day of the month of October 1792, concluded at Tellicherry between the Commissioners and Porlatiry Codarvarma, Rajah of Cartinaad, with only this difference—"He agreed to give 30,000 Rupees for the talooks of Kooteepoor, Bergeirah and Kavil, and the periods of his instalments were 15,000 Bombay Rupees on the 10th February 1793, and the remaining 15,000 Bombay Rupees on the 10th May 1793."

A similar agreement as the above was, on the 29th day of the month of October 1792, concluded at Tellicherry between the Commissioners and Karlavarma, Rajah of Cotiote, with this difference—"He agreed to give 20,000 Rupees for the talooks Caderoor, Paichy, Cuttiady and Tamoracherry, and the periods of his instalments were 10,000 Rupees on the 10th February 1793, and the remaining 10,000 Bombay Rupees on the 10th day of the month of May 1793."

No. XLII.

AGREEMENT with the BEBEE of CANNANORE,—1793.

I, Bebee Bulia, the Princess of Cannanore and of the Laccadive Islands, etc., do acknowledge and give in writing that I will pay to the Government of the Honourable East India Company the moiety of whatever is the produce of my country according to the funds thereof, and out of the Rupees 20,000 annual profit, which I reap from my trade with the Laccadives, I am also to pay the half to Government, besides which I do stipulate to pay in like manner the half of whatever further income or profits from the said lands or trade shall be hereafter ascertained to accrue to me by the enquiries of the officers of Government.

And as it had been signified to me that after the rains a gentleman is to proceed to the Laccadives to sequester them for the advantage of the Honourable Company's Government, and to appropriate to the use of the said Government all the produce thereof, I do therefore engage to submit also to this if it shall be ordered by the Governor-General in Council, neither shall I in any shape object thereto; or otherwise, if it be so ordered, I shall be ready to account for the true income and produce and to pay the same to Government. Wherefore I have written these few lines as a mochulka for the revenue of Government.

Dated the 11th of April 1793.

TRANSLATION of an AGREEMENT entered into by the BEBEE of CANNANORE,—1793.

I, Bulia, the owner or lady of Cannanore and of the Laccadive Islands, do give in writing as follows:—

Whereas the sum of Rupees 28,680-12-3 is in arrear on account of the revenue due by me for the Malabar years 966 and 967, I do therefore covenant and give in writing that I will, without plea or excuse, pay the same in the following instalments:—

On the 4th of Rumzaun 1207 of the Hegira, agreeing with the 15th April 1793, Rupees 8,000, and the remaining Rupees 20,680-12-3 in two kists or instalments; the one on the 24th of Rumzaun or 4th of May, and the other on the 14th of Shawul, which agrees with the 24th of May, and herein I shall use neither delay nor evasion: wherefore I have entered into this agreement.

Dated 29th of Shabaun 1207 Hegira, agreeing with the 11th of April 1793.

No. XLIII.

TRANSLATION of an AGREEMENT with the NAMBYARS of IRVERNAAD,—1793.

We, Kekurat Nambyar, Kamburt Nambyar, Konmil Nambyar, Chunderwut Nambyar, Naringol Nambyar and Palolee Nambyar (being the representatives of the six Nambyar families of Irvernaad), give in writing as follows :—

Whereas we have hitherto during the period since the Company's late acquisition of Malabar remained out of possession by reason of the apprehension entertained of the bad effects that might be produced from our mutual animosities and lest also by our undefined and mingled rule of administration detriment might ensue to the country and to the other separate landholders within the district.

It hath therefore been settled before the Commissioners that we shall proceed to Mr. Galley at Tellicherry (that gentleman being vested with full authority to administer all the affairs of this division of the country), and concluding before that gentlemen a settlement on the footing or in view to the general estimation of the present or existing one, we are all six of us respectively to enter into separate settlements and kistbundees (or instalments) for the revenue that shall thereby become due from our respective shares, and we are also in conformity thereto distinctly to make good to Government our respective payments.

And with respect to the other land-proprietors, whose grounds are situated within our respective shares of the districts, their portions of the revenue shall be settled by Government, and they shall only have to pay through us the amount thus fixed for each of them ; in the receipt of which if we shall commit any oppression on, or make any over-exaction from them, in such manner that in the justice of the Company's Government such act shall be proved and established against us, such land-proprietor shall thereby become independent of either of us and shall pay his own revenue directly to Government.

And in the same manner as throughout the whole country the articles of poorishandram (taking part of the estates of deceased persons), and fines and penalties, as well as the dues at the festival of Onam and Vishoo, etc., have been forbidden ; so do we also engage not to take from our ryots or from any other Nairs or Mopillas or other landholders any other of the said articles, and on proof thereof we shall pay a fine of twice the amount to Government.

As to the article of pepper, the Company will receive and take the half of the produce to which they are entitled from the vine and the vine owners ; and the other half these latter shall remain at liberty to sell to whomsoever they shall choose or who shall give them the best price, whilst we shall reserve to ourselves the sale of the half of what is the produce of our own vines, the other ryots and landowners being in like manner at free liberty to dispose of their own pepper produce wherever they like.

Lastly, we are to remain in obedience to Government, and if any among us shall prove disobedient to its orders or oppress or act unjustly towards others, such of us shall, becoming guilty towards Government, be punished and be expelled from the land that is his inheritance.

Dated the 14th May 1793.

No. XLIV.

TRANSLATION of the AGREEMENT of the RAJAH of CARTINAAD (CODARVARMA RAJAH),—1793.

Whereas I entered last year into an agreement with Mr. Farmer and Major Dow (Commissioners on the part of the Bombay Government) for the revenue of the current year 968, containing among others the following Articles :—

"That a Resident or dewan on the part of the Company shall reside at the Rajah's principal place, whose business it shall be to enquire into any complaints of oppression and report them to the Chief of Tellicherry that measures may be taken to remedy the grievances complained of.

"That two persons on the part of the Company and two on the part of the Rajah shall proceed and make a valuation of the revenues of each district.

"That as soon as possible it shall be settled what each subject is to pay to Government in order that no oppression may take place by demanding more ; that when these accounts are settled copies of them shall be lodged at Tellicherry."

And whereas since the date of the above agreement Sir Robert Abercromby, the Governor of Bombay, and Messrs. Duncan and Boddam, the Commissioners from the Government-General, having come to the Malabar Coast have, in conjunction with Mr. Farmer, Mr. Page and Major Dow (Commissioners from Bombay), determined that there shall be established one civil government subordinate to that of Bombay, with suitable Courts of Justice and other establishments for the general administration of the countries thus conquered from and ceded by Tippoo Sultan, in the manner already particularly set forth and fully notified in the Governor of Bombay's Circular letter to all the Rajahs, under date the 30th of March last.

In execution and pursuance of that part of the aforesaid agreement of August last, which stipulates that the Company shall have inspectors of the revenue, the Commissioners from Bengal and Bombay did jointly appoint in January last persons in that capacity under the name of serishtadars, who have collected and delivered in certain accounts of the former and present value of the country, which serishtadars' accounts are, from the shortness of time, allowed to make the inspection, not nearly so complete or perfect as is requisite to enable the Com-

pany's Government to fix at present, with sufficient regard to the interests of the inhabitants of the country at large (which constitutes its primary object), the Jumma that should according to justice and equity be payable from all and every part thereof. It is therefore agreed that, for the purpose of obtaining more full and satisfactory information on a point of such moment to the general welfare, inspectors or collectors shall be appointed on the part of the Company to carry on the collections jointly with my officers in conjunction with the Canoongoes who are to be appointed as permanent registers on the part of Government.

And as the great number of inferior chowkies for the collection of soonghum or duties and tolls on merchandize must materially tend to the discouragement of trade and thereby to keep back the improvement of the country, it has been further agreed upon and ordered, in view to the general good, that all the said inland duties and tolls, and the places for the receipts of them, be from the date of this writing for ever done away and abolished, and that the duties on merchandize be only collected on exports by sea or land to, or imports from the countries beyond the Honourable Company's province of Malabar, that is, from the Cavay to Cochin; and as the duties that will thus remain to be collected will be levied solely on the trade with foreign countries with whom the connection can only be maintained and cultivated by the Company's Government, so it is agreed that the management of these residuary duties shall be and remain with the Honourable Company, to be regulated and increased and diminished as to their rates as may best suit the public interest with foreign nations; but a man of mine shall remain with the Company's custom-house officers to keep comparative or check accounts of the collections.

The above agreement was executed by the Rajah of Cartinaad on the 19th of June in Mr. Duncan's presence.

No. XLV.

TRANSLATION of the EKRAKNAMA or ENGAGEMENT of ALLA COOMBY, ACHEEN of PALGHAT,—1793.

Whereas I did on the 27th of May deliver in to the Commissioners an application requesting that, for carrying on the collections of the year 969, a prudent and creditable person, that is a tehseeldar or collector, might be appointed, to the end that in the presence of the said tehseeldar I might, without any oppression or excess towards the ryots, realize the money from the country and faithfully without any deviation pay the same into the Company's government which is to provide for my expenses.

And whereas my said application hath met with the approbation of the gentlemen and Sir Robert Abercromby (the Governor of Bombay), and Messrs. Jonathan Duncan and Charles Boddam (Commissioners from the Government-General), having arrived in this country, having, in conjunction with Mr. Farmer, Mr. Page

and Major Dow (Commissioners from Bombay), settled upon a system of administration, including the administration of justice and for the other purposes of government within the Malabar countries in the manner already particularly set forth and fully notified in the Governor of Bombay's circular letter to all the Rajahs, under date the 30th of March last, I do fully agree to the said plan and to the tenor of the Governor of Bombay's letter aforesaid, and shall conform thereto and act accordingly, and I have also, before Mr. Lankheet, entered into an ekrarnama or engagement relative to matters and subjects of judical cognizance and restraining me from exercising any jurisdiction on causes of a criminal nature, and binding myself to conform to and be observant and obedient to whatever the gentlemen shall, in judicial matters, direct; and the administration of justice in my country depends on the adawluts of Cherpoolcherry and Calicut and on the gentlemen's orders.

And as to the end that the accounts of the revenue of the country and of the lands thereof be kept in a proper manner, and that the revenue may be collected from every ryot according to the established local rate, Canoongoes have been appointed on the part of the Honourable Company in my country and in the others throughout Malabar; I do therefore agree and give in writing that I will in every shape admit and support the said Canoongoes in the writing out and keeping of their office papers and in the maintenance of their official rights and their exercise of its functions, as well in the superior as in and throughout all the inferior cutcherries, nor shall I oppose or deviate from what they deem proper and advisable, or if I do I shall, becoming punishable by Government, meet with the due return for such my conduct; and if in this mode of proceeding the tehseeldars or Canoongoes shall in any wise act contrary to what is regular, I will, by advising the superintendent of my division, attain to justice.

And as the great number of inferior chowkies for the collection of soonghum or duties and tolls on merchandize must materially tend to the discouragement of trade and thereby to keep back the improvement of the country; it has been further agreed upon and ordered, in view to the general good, that all the said inland duties and tolls and the places for the receipts of them be from the date of this writing for ever done away and abolished, and that the duties on merchandize be only collected on exports by sea or land to, or imports from the countries beyond the Honourable Company's province of Malabar, that is, from the Cavay to Cochin; and as the duties that will thus remain to be collected will be levied solely on the trade with foreign countries with whom the connection can only be maintained and cultivated by the Company's government, so it is agreed that the management of these residuary duties shall be and remain with the Honourable Company to be regulated and increased and diminished as to their rates, as may best suit the public interest with foreign nations, and only a man of mine shall remain with the Honourable Company's custom-house officers to keep the accounts.

Dated the 21st of June 1793.

No. XLVI.

TRANSLATION of an EKRARNAMA from VEERAVARMA, the RAJAH of CORIMNAAD,—1793.

Whereas I did on the 18th of May present to the Commissioners an application setting forth (among other points) "that the country of Corimnaad consisted of five talooks, *viz.*, Cusba Corimnaad, Kolicad, Pynaar, Pyoormulla and Poorwye, and that all the said talooks being committed to me from the beginning of 969, I requested that, for the purposes of establishing or fixing and assessing the revenue and for making the collections, to the end that whatever money shall be realized in the said talooks such officer may superintend, and that I may, in conformity to that account, enter into writings with the Company, and receiving credit for or deducting whatever the Company may allow for me and my families' disbursements and for the temples, Brahmins, Chetters, etc., I may pay the remainder into government according to the stated periods and receive my receipts."

"And further that whereas Mr. Farmer had, in pursuance of the Company's orders, placed Pyoormulla, Pynaar and Poorwye in my charge, I shall conform, after the expiration of the appointed term, to such arrangement as the Honourable Company may make concerning these places, providing however that if the Poorwye country shall in consequence of the order of government fall under another's obedience, then I may still be authorized to retain under mine those grounds and places in Poorwye aforesaid which hath for a long time past been and remained annexed to the district of Cotangary which has met with the gentlemen's approbation."

And whereas Sir Robert Abercromby, the Governor of Bombay, and Messrs. Duncan and Boddam, the Commissioners from the Government-General, having come to the Malabar Coast, have, in conjunction with Mr. Farmer, Mr. Page and Major Dow (Commissioners from Bombay), determined that there shall be established one civil government subordinate to that of Bombay, with suitable courts of justice and other establishments for the general administration of the countries thus conquered from and ceded by Tippoo Sultan, in the manner already particularly set forth and fully notified in the Governor of Bombay's circular letter to all the Rajahs under date the 30th of March last.

And the gentlemen having, with the view of ascertaining the collections of the country, appointed in January last persons in that capacity under the name of serishtadars who have collected and delivered in certain accounts of the former and present value of the country, which serishtadars' accounts are, from the shortness of time, allowed to make the inspection, not nearly so complete or perfect as is requisite to enable the Company's government to fix at present with sufficient regard to the interests of the inhabitants of the country at large (which constitutes its primary object), the jumma that should according to justice and equity be payable from all and every part thereof. It is therefore agreed that

for the purpose of obtaining more full and satisfactory information on a point of such moment to the general welfare, inspectors or collectors shall be appointed on the part of the Company to carry on the collections jointly with my officers in conjunction with the Canoongoes who are to be appointed as permanent registers on the part of Government.

And as the great number of inferior chowkies for the collection of soonghum or duties and tolls on merchandize must materially tend to the discouragement of trade, and thereby to keep back the improvement of the country, it has been further agreed upon and ordered, in view to the general good, that all the said inland duties and tolls and the places for the receipts of them be from the date of this writing for ever done away and abolished, and that the duties on merchandize be only collected on exports by sea or land to, or imports from the countries beyond the Honourable Company's province of Malabar, that is, from the Cavay to Cochin, and as the duties that will thus remain to be collected will be levied solely on the trade with foreign countries with whom the connection can only be maintained and cultivated by the Company's Government, so it is agreed that the management of these residuary duties shall be and remain with the Honourable Company to be regulated and increased and diminished as to their rates as may best suit the public interests with foreign nations, but a man of mine shall remain with the Company's custom-house officers to keep comparative accounts of the said custom-house collections.

Dated the 24th of June 1793.

The Rajah of Corimnaad being the elder brother of the present acting Rajah of Cotiote or Cotangary, and being himself the real responsible Rajah thereof (as his brother on the spot did indeed fully acknowledge and admit to the Commissioners when they were with him in that district), the said Veravarma has accordingly entered into a separate ekrarnama with them to the same purport and effect (with the exclusion only of the second paragraph) as the preceding one for Corimnaad; the introductory or first paragraph of this ekrarnama for Cotangary describing the said country to consist of the Cusba of Cotiote and of the Hobilees of Palchee, Kudroor, Cootyary and Tambercherry.

He has also entered into an exactly similar ekrarnama in sense and purport for the talook of Peripnaad, of which another of his brothers (equally subject and subordinate to his orders) is the present Rajah.

No. XLVII.

AGREEMENT signed by the ZAMORIN as delivered by his officers on the 29th June 1793.

Whereas an agreement for the Malabar year 968 (bearing date the 18th August 1792, or 6th of the month of Cheengum 967 Malabar style) was executed by the Samoory Rajah or Zamorin Maar Vicrum with William Gamul Farmer, Esq.,

and Major Dow, Commissioners appointed by the Presidency of Bombay for inspecting and regulating the countries conquered on this coast by the British army during the late war with Tippoo Sultan; in which agreement it is, among other things, stipulated, *1st*, that "on the part of the Honourable Company there shall be inspectors to ascertain the exact amount levied as well from the land revenue as the customs, to the end that if more be realized than the sum therein stipulated, the surplus be paid to the Company;" *2nd*, that "a more full and particular account shall be framed as soon as possible of the value of the country, for which end the said Commissioners shall also have a right to appoint inspectors;" and *3rd*, the Zamorin does in the said agreement bind himself "to agree to all such regulations and rules as shall be formed for the collection of the revenue and administration of justice by the Commissioners then expected from Bengal on the part of the Government General of India;" and *4th* and lastly, by the said agreement the Zamorin doth contract and bind himself "in general and at all times to agree to whatever the Honourable Company may think fit to ordain for the better management of the country and the improvement of the revenue."

Since the date of the above agreement Sir Robert Abercromby, the Governor of Bombay, and Messrs. Duncan and Boddam, Commissioners from the Government General, having come to the Malabar coast have, in conjunction with Mr. Farmer, Mr. Page, and Major Dow (Commissioners from Bombay), determined that there shall be established one civil government subordinate to that of Bombay, with suitable courts of justice and other establishments for the general administration of the countries thus conquered from and ceded by Tippoo Sultan in the manner already particularly set forth and fully notified in the Governor of Bombay's circular letter to all the Rajahs, under date the 30th March last.

In execution and pursuance of that part of the aforesaid agreement of August last, which stipulates that the Company shall have inspectors of the revenue, the Commissioners from Bengal and Bombay did jointly appoint in January last persons in that capacity under the name of serishtadars who have collected and delivered, and are still delivering in, certain accounts of the former and present value of the country, from which there is reason to suppose that the offer made in the subsequent month of February by Shamnath, the survadi karrigar or principal minister of the Zamorin, to agree on the part of his master to pay the full jumma of Arshed Beg Khan as assessed on the country in the time of Tippoo Sultan, was no more than the present state of the country's productiveness is equal to; yet, considering that the said serishtadars' accounts are, from the shortness of time allowed to make the inspection, not nearly so complete or perfect as is requisite to enable the Company's Government to fix at present with sufficient regard to the interests of the inhabitants of the country at large (which constitutes its primary object), the jumma that should, according to justice and equity, be payable from all and every part thereof; it is therefore agreed that, for the purpose of obtaining more full and satisfactory information on a point of such moment to the general welfare, inspectors or collectors shall be appointed on the part of the Company into every district of the Company to carry

on the collections jointly with the officers of the Samoory Rajah, in conjunction with the Canoongoes who are to be appointed as permanent registers on the part of Government.

And for as much as the great number of inferior Chowkies for the collection of soonghum or duties and tolls on merchandize must materially tend to the discouragement of trade and thereby to keep back the improvement of the country, it has been further agreed upon and ordered, in view to the general good, that all the said inland duties, tolls, and customs, and the places for the receipts of them, be from the date of this writing for ever done away and abolished, and that the duties on merchandize be only collected on exports by sea or land to, or imports from, the countries beyond the Honourable Company's province of Malabar, that this, from the Cavay to Cochin; and as the duties that will thus remain to be collected will be levied solely on the trade with foreign countries, with whom the connection can only be maintained and cultivated by the Company's Government, so it is agreed that the management of these residuary duties shall be and remain with the Honourable Company to be regulated and increased and diminished as to their rates as may best suit the public interest with foreign nations; but a man on my part shall remain with the Company's officers to keep an account of the custom-house receipts.

As to the mint, what concerns it hath been thus settled, *viz.*, that the control and giving directions and making all arrangements as to what sorts of coin shall be therein struck and at what touch, or with what alloy in each kind; and likewise as to what shall be the seigniorage or duties payable by the merchants and bankers on the coinage of their metals; all these points depend on and are entirely subject to the orders and well-seeming of the gentlemen of the Company, *i.e.*, of the gentleman who is or shall be stationed here at Calicut for the general conducting and management of all the affairs of Malabar, in this manner that my people shall also assist in the conducting of the process and details of the business of the mint, conjointly with those of the gentleman aforesaid; and that, after all charges deducted, whatever net profit shall accrue from the mint, shall be equally divided between me and the Honourable Company.

Signature of the ZAMORIN.

No. XLVIII.

AGREEMENT of the ZAMORIN of CALICUT regarding the ADMINISTRATION of his COUNTRY,—1793.

Whereas an agreement for the Malabar year 968, bearing date the 18th August 1792 or 6th of the month of Singum 967 Malabar style, was executed by the Samoory Rajah or Zamorin Maar Vicrum with William Gamul Farmer, Esquire, and Major Alexander Dow, Commissioners appointed by the Presidency of Bom-

bay for inspecting and regulating the countries conquered on this coast by the British army during the late war with Tippoo Sultan, in which agreement it is, among other things stipulated, *1st*, that "on the part of the Honourable Company there shall be inspectors to ascertain the exact amount levied, as well from the land revenue as the customs, to the end that if more be realized than the sum therein stipulated, the surplus be paid to the Company;" *2nd*, that "a more full and particular account shall be framed as soon as possible of the value of the country, for which end the said Commissioners shall also have a right to appoint inspectors;" and *3rd*, the "Zamorin does in the said agreement bind himself to agree to all such regulations and rates as shall be formed for the collection of the revenues and the administration of justice by the Commissioner then expected from Bengal on the part of the Governor-General of India;" and *4th* and lastly, by the said agreement the Zamorin doth contract and bind himself "in general and at all times to agree to whatever the Honourable Company may think fit to ordain for the better management of the country and the improvement of the revenue."

And whereas since the date of the above agreement Sir Robert Abercromby, the Governor of Bombay, and Messrs. Duncan and Boddam, Commissioners from the Governor-General, having come to the Malabar Coast did, in conjunction with Mr. Farmer, Mr. Page, and Major Dow, Commissioners from Bombay, determine that there should be established one civil government subordinate to that of Bombay, with suitable courts of justice and other establishments for the general administration of the countries thus conquered from and ceded by Tippoo Sultan in the manner already particularly set forth and fully notified in the Governor of Bombay's circular letter to all the Rajahs, under date the 30th March 1792; in pursuance of which arrangement, as well as of the aforesaid agreement of August 1792, it was again, in the subsequent month of June 1793, further stipulated and agreed by and between the Commissioners abovenamed on the one part, and the Samoory Rajah Maar Vicrum on the other part, for the purpose of obtaining a more full and satisfactory information as to the revenue funds of the districts subordinate to the said Zamorin Rajah, as well as in view to corroborate an offer made by Shamnath, the sarvadi karrigar or principal Minister of the Zamorin, to agree on the part of his master to pay the full jumma of Arshed Beg Khan as assessed on the said districts in the time of Tippoo Sultan; that inspectors or collectors should be appointed on the part of the Company into every district of the Company to carry on the collections jointly with the officers of the said Zamorin Rajah for the space of one year in conjunction with the Canoongoes who, it was also agreed, should be appointed as permanent or perpetual registers on the part of Government.

And for as much as the great number of inferior Chowkies for the collection of soonghum or duties and tolls on merchandise were found materially to discourage trade and thereby keep back the improvement of the country, it was further agreed upon and ordered, in view to the general good, that all the said inland duties, tolls, and customs and the places for the receipts of them should

be from the date of that writing or ekrarnamah, *viz.*, June 1793, for ever done away and abolished, and that the duties on merchandize should be only collected on exports by sea or land to, or imports from, the countries beyond the Honourable Company's province of Malabar that is, from Cavay to Cochin; and as the duties thus remaining to be collected would be levied solely on the trade with foreign countries, with whom the connection can only be maintained and cultivated by the Company's Government, so it was agreed that the management of these residuary duties should be and remain with the Honourable Company to be regulated, increased, or diminished, as to their rates as might best suit the public interest with foreign nations; but a man on his (the said Zamorin's) part to remain with the Company's officers to keep an account of the custom-house receipts, of which the Zamorin is to have a tenth of the gross produce.

And in regard to what concerned the mint, it was further settled and agreed by and between the said Commissioners and the Zamorin Rajah Maar Vicrum, that the control and giving directions and making arrangements as to what sorts of coin should be therein struck, and at what touch or with what alloy in each kind, and likewise as to what should be seigniorage or duties payable by the merchants and bankers on the coinage of their metals, all these points to depend on and be entirely subject to the orders and well-seeming of the gentlemen of the Company's, *i.e.*, of the gentleman who is or shall be stationed at Calicut for the general conducting and management of all the affairs of Malabar, with the provision only that his, the Zamorin's, people should also assist in the conducting of the process and details of the business of the mint conjointly with those of the gentlemen aforesaid, and that after all charges deducted whatever net profit shall accrue from the mint should be equally divided between him, the said Zamorin Rajah, and the Honourable Company.

In pursuance therefore and execution of the above quoted agreements of August 1792 and June 1793, as well as in view to what has been already agreed on with the body of the Rajahs and determined on and confirmed by the Supreme Government, that the administration of justice in all its parts within and throughout the said province, according to the judicial regulations, shall continue under the management, superintendence, and direction of the gentlemen appointed for that purpose on the part of Government; and for as much as the period stipulated by the aforesaid agreement of June 1793, for the joint collection of the revenues by officers on the part of the Company in conjunction with those of the Samoory, hath now expired, I, James Stevens, Esquire, senior supervisor for the affairs of the Honourable Company in the said province of Malabar, in virtue of the powers derived to me from the Honourable the President in Council of Bombay, do hereby further stipulate and agree for and in behalf of the Honourable English East India Company with the said Samoory or Zamorin Rajah Maar Vicrum to deliver over to the management of him, the said Samoory and his agents, the districts of Calicut, Cusba, Kultoomporam, Vadakaporam, Payunaad, Ernaad, Shernaad, Nurvatum, Neringanaad, and Showghat, in as far as regards the detail collection of the revenues of the said districts (with the reservation of the

authority, as more particularly specified in their hookumnamas or instructions of the Honourable Company's Canoongoes, appointed and confirmed by the above quoted agreement of June 1793 permanent registers on the part of Government), for the term of five years, commencing on the 1st of Canny 970 Malabar, or September 1794, on the following conditions:—

That the said Rajah or his Minister or officers shall not collect any other taxes than those included under the head of Negady with the ten per cent. as customary for the charges of collection: the abolition of Purshantum from the Mopillas being hereby confirmed as well as the nuzzur or offerings at the feasts of Hanan and Beeshew.

That such parbuties and inferior officers as have assisted the Company's tehseeldars in the collection of the revenues shall not be removed unless they may be found guilty of peculation or other misbehaviour, and of which sufficient proofs shall be given to the superior or superintendents before their removal can be acquiesced in.

That this agreement shall be submitted to the revision and approbation of the Honourable the Governor in Council, after which, and not otherwise, by his confirmation, it shall be deemed complete, and declared not to be deviated from during the term of five years to which its duration is intended to extend.

That for the year 970 the sum payable to the Honourable Company's Government is to be for the talooks before mentioned without any deduction whatever at three instalments, *viz.*, the first on the fifteenth of Dannoo, the second on the fifteenth of Meddom, and the third at the end of Cheengum, Raheties or Runteray Hoons; 1,65,915-5-24 at ten Viray or new gold Fanams for each Hoon; for the year 971 at the same period and equal proportion the sum of Raheties 1,70,345 8 22

For the year 972	ditto	1,74,776	1	21
Ditto 973	ditto	1,79,206	4	19
Ditto 974	ditto	1,79,206	4	19

And whereas it is probable that the present coinage of gold Fanams may be abolished and a new currency more adequate to the purpose of a free and general circulation established, it is hereby declared that the relative value of the old coinage and new shall be thus adjusted and accounted for in all revenue receipts from the ryots and payment by the Rajahs to the Company's Government, *viz.*, ten Viray or new gold Fanams to be equal to three Rupees.

And lastly, as certain grounds in some of the talookas, as specified in the papers containing the grounds on which the agreement has been formed, from the circumstances of having become entirely jungle or being overflown, cannot this season be liable to any degree of tax, they are hereafter annually to be subject to survey, and such portion of revenue as may be produced from them is to be accounted for in the same manner as the purrums or garden grounds, that is four-fifths to the Company.

COPY of a CIRCULAR letter written by GENERAL ABERCROMBY, as GOVERNOR of BOMBAY, to all the RAJAHS and PRINCIPAL LANDHOLDERS within the PROVINCE of MALABAR.

I have to acquaint you that the Commissioners have with my concurrence and under my approbation formed a plan for the future administration of the ceded countries (including the Honourable Company's ancient domain of Tellicherry and the tributary district of Cochin), the particulars of which I now communicate to you that you may strictly adhere thereto and be also convinced how much it has been framed with a view to your advantage and future security inclusive of and consistent with that of the country at large, which being now under the immediate protection of the Company's Government, it is their duty, as just sovereigns thereof, to watch over the welfare of all the inhabitants and to cherish them as their subjects, preserving also that due regard which they will ever maintain towards the honor and comfort of the Native Chiefs of each country and district.

For the purposes aforesaid the whole Malabar country, from Cochin to the Cavay, has been nearly equally divided into two separate divisions, the administration of which is to be entrusted to two civil servants of the Company, who are to be the immediate representatives of the British Government within their respective districts, in which they are to preserve the peace, administer justice, and to receive from you the revenue payable to Government, the said gentlemen being in all cases subject to the supervision and control of the chief Company's servants within the countries aforesaid henceforth to be styled *the province of Malabar*, the seat of whose ordinary residence is to be at Calicut, to the end that, in case of any defect in the administration of the affairs of the two divisions aforesaid by the gentlemen appointed to superintend them, recourse may in all cases be readily had to their superior at Calicut, who will not interfere in the ordinary details of justice or revenue, but will be at all times ready to act as a check and control over the superintendent of the two divisions aforesaid, either on your application or that of any other persons who may think themselves aggrieved by the acts of the superintendents or their officers who will all remain accountable to this chief officer at Calicut; and you cannot fail to observe that in this division of power and superior control granted to the primary authority to be vested on the gentleman whose residence will be at Calicut in the centre of the whole provinces of Malabar, the Honourable Company have put themselves to an extraordinary expense by the creation of this third or superior officer to govern and regulate the conduct of the two superintendents, and of all other persons within the province; to the end that in consideration of the great distance between this and Bombay you may not be obliged in any case of complaint to have recourse there but receive justice within the province, at the same time that it is left to your choice to appeal in a regular manner to the Government of Bombay in any case where you may remain dissatisfied with the acts or decisions of the superintendents and of the chief magistrate; but in cases of complaint against either of the two former only, appeals are not to lie to Bombay in the first in-

stance; the rule being that application must be made to the chief magistrate of the province of Calicut; after whose decision, whoever shall remain still dissatisfied may, without giving offence to any person, carry a further and ultimate appeal to me at Bombay in the manner that will be more fully detailed in the regulations which the remaining Commissioners will form and have translated into the Malabar language and disseminated throughout the province for your and the public information. And when the Commissioners shall have completed these arrangements, together with such agreements as they may think fit (provided your offers are reasonable and adequate) to conclude with you for the revenue, they will dissolve their commission and return to their former stations, after which the entire authority and government within the province of Malabar, according to its limits above described, will rest with the chief magistrate and superintendents under the decrees of subordination aforesaid.

As Mr. Farmer has from the first acted as senior member of the Commission and has thence acquired a knowledge of the country and habits of acquaintance and communication with all the Rajahs and principal and other persons within the province, I have appointed him to the office of supervisor, and the first chief magistrate to reside at Calicut aforesaid, in which capacity he will issue his instructions to the superintendents and correspond also with the remaining members of the Commission; of which, that he may attend to the important duties now consigned to him, he will no longer continue a member; and after its dissolution the primary and general authority, as above described, will vest in him, as well in regard to all matters of a civil nature as with respect to the disposal of the military force stationed in the province, but while the Commission lasts he will act in all things with their advice and concurrence.

ROBERT ABERCROMBY.

No. XLIX.

TRANSLATION of the ENGAGEMENT of PUNINGAAT, the NAIR of MANOOR,—1793.

Whereas I have delivered in my application to the gentlemen of the Honourable Company's Government relative to the revenue of the ensuing Malabar year 969, the said gentlemen have in consequence issued the orders that are hereunder written, and I do thereon stipulate and give in writing that I shall constantly conform to the tenor of the said orders, and on no account deviate therefrom, or if I act otherwise, that I be expelled from the country; and I have accordingly written this in the manner of a mochulka and cabooleut, the orders above referred to being as follows:—

That a tehseeldar be appointed along with me that I may in his presence, without the commission of any oppression or excess on the ryots, realize the revenue from the country and faithfully pay the same without deviation to the

Company's Government, which is to provide for my expenses, and the gentlemen have agreed to this.

And Sir Robert Abercromby (the Governor of Bombay) and Mr. Jonathan Duncan and Mr. Charles Boddam (Commissioners from the Government General) having arrived in this country have settled in conjunction with Mr. W. G. Farmer and Mr. W. Page and Major Dow (Commissioners from Bombay) a system of administration, including the administration of justice and for the other purposes of government within the Malabar countries, in the manner already particularly set forth and fully notified in the Governor of Bombay's circular letter to all the Rajahs, under date the 30th of March last; I do fully agree to the said plan and to the tenor of the Governor of Bombay's letter aforesaid, and shall conform thereto and act accordingly.

And the Acheen of Palghat having with my knowledge and privity entered before Mr. Lankheet into an ekrarnama relative to the administration of justice and restraining him from inflicting any punishment, etc., I do promise that we shall also act in conformity to this, and the administration of justice of my country depends in the adawlut of Cherpoolcherry and of Calicut and on the orders of the gentlemen, and we shall not either give to any one punishment or presume, without the orders of the gentlemen, to interfere in any other matter of judicial cognizance; whoever may have occasion to complain shall, going to the Company's adawlut, attain to justice.

And as to the end that the accounts of the revenue of the country and of the lands thereof be kept in a proper manner, and that the revenue may be collected from every ryot according to the established local rate, Canoongoes have been appointed on the part of the Honourable Company in my country and in the others throughout Malabar; I do therefore agree and give in writing that I will in every shape admit and support the said Canoongoes in the writing out and keeping of their office papers, and in the maintenance of their official rights and their exercise of its functions as well in the superior as in and throughout all the inferior cutcherries, nor shall I oppose or deviate from what they deem proper and advisable, or if I do I shall, becoming punishable by Government, meet with the due return for such my conduct; and if in this mode of proceeding the tehseeldars or Canoongoes shall in any wise act contrary to what is regular, I will, by advising the superintendent of my division, attain to justice.

And as the great number of inferior chowkies for the collection of soonghum or duties and tolls on merchandize must materially tend to the discouragement of trade and thereby to keep back the improvement of the country; it has been further agreed upon and ordered, in view to the general good, that all the said inland duties and tolls and the places for the receipt of them be from the date of this writing for ever done away and abolished, and that the duties on merchandize be only collected on exports by sea or land to, or imports from, the countries beyond the Honourable Company's province of Malabar, that is, from the Cavay to Cochin; and as the duties that will thus remain to be collected will be levied solely on the trade with foreign countries, with whom the connection can

only be maintained and cultivated by the Company's Government, so it is agreed that the management of these residuary duties shall be and remain with the Honourable Company, to be regulated and increased and diminished as to their rates as may best suit the public interest with foreign nations, and only a man of mine shall remain with the Honourable Company's custom-house officers to keep the accounts.

Dated the 30th of June 1793.

The same agreement has been entered into by Koorootur, the Nair of Coongar (Kongad).

The same agreement has been entered into by Kummur, Nair of Yerterra (Edattara).

The same agreement has been entered into by Kumerunram, Nair of Cowlparra (Kavilappara).

No. L.

TRANSLATION of a separate EKRARNAMA from the ACHEEN of PALGHAT, dated the 1st of July 1793.

Whereas I have entered into a written ekrarnama, in which the civil and criminal administration of justice in my country is declared to depend on the adawluts of Cherpoolcherry and of Calicut, and on the gentlemen's orders, in respect to which my orders and authority are not to operate.

And whereas, in consideration of the local distance from Cherpoolcherry, an inferior court subordinate to that of Cherpoolcherry is, for the settling of small causes, on the point of being established at Palghat, which court is to take cognizance of suits where the value claimed does not exceed Rupees 200, and also of small and inconsiderable quarrels, brawls, and affrays.

I do therefore give in writing that the process and authority of the said court shall be and remain current in my country; and that we ourselves shall also in all respects be obedient and conform to the same and submit to its justice; and whoever shall be dissatisfied with this inferior court shall, by proceeding to Cherpoolcherry and preferring an application to the gentlemen there, attain to justice.

I have therefore written this ekrarnama to the end that if I deviate therefrom I may become culpable in the sight of Government.

N.B.—A joint ekrarnama to the same purport and effect with the above hath been executed by the three Nairs of Coongar, Manoor and Yerterra.

No. LI.

TRANSLATION of the EKRARNAMA of RAUJEVARMA, the RAJAH of BEYPOOR,—1793.

Whereas I have made application to the Commissioners relative to the settlement of my district and that the said Commissioners have in consequence been pleased to order that a tehseeldar or native collector shall remain in my country, I do also agree to this, and that a tehseeldar of the Honourable Company be stationed in my country, to the end that in his presence I may, without oppression or violence, realize the money from the country and pay it into Government, which is to provide for my support.

And whereas Sir Robert Abercromby (the Governor of Bombay) and Mr. Jonathan Duncan and Mr. Charles Boddam (Commissioners from the Government General) having arrived in this country have in conjunction with Mr. W. G. Farmer and Mr. William Page and Major Dow (Commissioners from Bombay) settled upon a system of administration, including the administration of justice and for the other purposes of government within the Malabar countries, in the manner already particularly set forth and fully notified in the Governor of Bombay's circular letter to all the Rajahs, under date the 30th of March last, I do fully agree to the said plan and to the tenor of the Governor of Bombay's letter aforesaid, and shall conform thereto and act accordingly.

And as to the end that the accounts of the revenue of the country and of the land thereof be kept in proper manner, and that the revenue may be collected from every ryot according to the established local rate, Canoongoes have been appointed on the part of the Honourable Company in my country and in the others throughout Malabar, I do therefore agree and give in writing that I will in every shape admit and support the said Canoongoes in the writing out and keeping of their office papers and in the maintenance of their official rights and exercise of their functions as well in the superior as in and throughout all the inferior cutcherries, nor shall I oppose or deviate from what they deem proper and advisable, or if I do I shall become punishable by government and meet with the due return for such my conduct; and if in the mode of proceeding the tehseeldar or Canoongoes shall in any wise act contrary to what is regular, I will, by advising the superior of my division, attain to justice.

And as the great number of inferior Chowkies for the collection of soonghum or duties and tolls on merchandize must materially tend to the discouragement of trade and thereby to keep back the improvement of the country; it has been further agreed upon and ordered, in view to the general good, that all the said inland duties and tolls and the places for the receipt of them be from the date of this writing for ever done away and abolished, and that the duties on merchandize be only collected on exports by sea or land to, or imports from, the countries beyond the Honourable Company's province of Malabar, that is, from the Cavay to Cochin; and as the duties that will thus remain to be collected will be levied

solely on the trade with foreign countries with whom the connection can only be maintained and cultivated by the Company's Government, so it is agreed that the management of these residuary duties shall be and remain with the Honourable Company to be regulated and increased and diminished as to their rates as may best suit the public interest with foreign nations, and only a man of mine shall remain with the Honourable Company's custom-house officers to keep the account.

Dated the 2nd July 1793.

TRANSLATION of a separate EKRARNAMA executed by RAUJEVARMA, the RAJAH of BEYPOOR, dated the 1st of July 1793.

Whereas I have entered into a written ekrarnama, according to which the civil and criminal administration of justice in my country is declared to depend on the adawluts of Calicut and on the gentlemen's orders, in respect to which my orders and authority are not to operate, I do therefore give in writing that the process and authority of the said court shall be and remain current in my country; and that I myself shall also in all respects be obedient and conform to the same, and submit to its justice.

I have therefore written this ekrarnama, to the end that if I deviate therefrom I may become culpable in the sight of Government.

Dated the 6th July 1793.

No. LII.

AGREEMENT with the RAJAH OF CORIMNAAD regarding the ADMINISTRATION of his COUNTRY,—1795.

Whereas an agreement for the Malabar year 968, or A.D. 1792-93, was executed by Veravarma, Rajah of Corimnaad, with William Gamul Farmer, Esquire, and Major Dow, Commissioners, appointed by the Presidency of Bombay for inspecting and regulating the countries conquered on this coast by the British army during the late war with Tippoo Sultan; in which agreement it is among other things stipulated, *1st*—That on the part of the Honourable Company there shall be inspectors to ascertain the exact amount levied, as well from the land revenue as the customs, to the end that if more be realized than the sum therein stipulated the surplus be paid to the Company; *2nd*—That a more full and particular account shall be framed as soon as possible of the value of the country, for which end the said Commissioners shall also have a right to appoint inspectors; and *3rd*—The Rajah does in the said agreement bind himself to agree to all such

regulations and rates as shall be framed for the collection of the revenues and the administration of justice by the Commissioners then expected from Bengal on the part of the Governor-General of India; and *4th* and lastly, by the said agreement, the Rajah doth contract and bind himself in general and at all times to agree to whatever the Honourable Company think fit to ordain for the better management of the country and the improvement of the revenue.

And whereas since the date of the above agreement Sir Robert Abercromby, the Governor of Bombay, Messrs. Duncan and Boddam, Commissioners from the Governor-General, having come to the Malabar Coast did, in conjunction with Mr. Farmer, Mr. Page, and Major Dow, Commissioners from Bombay, determine that there should be established one civil government subordinate to that of Bombay, with suitable courts of justice and other establishments for the general administration of the countries thus conquered from and ceded by Tippoo Sultan, in the manner already particularly set forth and fully notified in the Governor of Bombay's circular letter to all the Rajahs under date the 30th March 1792; in pursuance of which arrangement, as well as of the aforesaid agreement of 1792, it was again, in the subsequent month of June 1793, further stipulated and agreed by and between the Commissioners above named on the one part, and the said Rajah on the other part, for the purpose of obtaining a more full and satisfactory information as to the revenue funds of the districts subordinate to the said Rajah, that inspectors or collectors should be appointed on the part of the Company into every district of the Company to carry on the collections jointly with the officers of the said Rajah for the space of one year in conjunction with the Canoongoes, who, it was also agreed, should be appointed as permanent or perpetual registers on the part of Government.

And for as much as the great number of inferior chowkies for the collection of soonghum or duties and tolls on merchandize were found materially to discourage trade and thereby keep back the improvement of the country, it was further agreed upon and ordered in view to the general good that all the said inland duties, tolls, and customs, and the places for the receipts of them should be from the date of that writing or ekrarnama, *viz.*, June 1793, for ever done away and abolished, and that the duties on merchandise should be only collected on exports by sea and land to, or imports from the countries beyond the Honourable Company's province of Malabar (that is from Cavay to Cochin), and as the duties thus remaining to be collected would be levied solely on the trade with foreign countries, with whom the connection can only be maintained and cultivated by the Company's Government, so it was agreed that the management of these residuary duties should be and remain with the Honourable Company to be regulated, increased, or diminished as to their rates as might best suit the public interest with foreign nations.

In pursuance therefore and execution of the above quoted agreements of 1792 and June 1793, as well as in view to what has been already agreed on with the body of the Rajahs, and determined on and confirmed by the Supreme Government, that the administration of justice in all its parts within and throughout

the said province, according to the judicial regulations, shall continue under the management, superintendence, and direction of the gentlemen appointed for that purpose on the part of Government, and for as much as the period stipulated by the aforesaid agreement of June 1793 for the joint collection of the revenues by officers on the part of the Company in conjunction with those of the Rajah hath now expired, I, James Stevens, Esquire, senior supervisor for the affairs of the Honourable Company in the said province of Malabar, in virtue of the powers derived to me from the Honourable the President in Council of Bombay, do hereby further stipulate and agree for and in behalf of the Honourable English East India Company with the said Rajah, to deliver over to the management of him, the said Rajah and his agents, the districts Corimnaad and Kolicad, composing the talooka of Corimnaad aforesaid, in as far as regards the detail collection of the revenues of the said districts (with the reservation of the authority) as more particularly specified in their hookumnamah or instructions of the Honourable Company's Canoongoes appointed and confirmed by the above quoted agreement of June 1793 permanent registers on the part of Government for the term of five years, commencing on the first of Canny 970, or September 1794, on the following conditions :—

That the said Rajah of Corimnaad or his minister or officers shall not collect any other taxes than those included under the head of Negady, with the customary tax for the charges of collections; the abolition of purshartum from the Mopillas being hereby especially confirmed, as well as the nuzzur or offering at the feasts of Hanan and Beeshew.

That such parbuties and inferior officers as have assisted the Company's tehseeldars in the collection of the revenues shall not be removed unless they may be found guilty of peculation or other misbehaviour, and of which sufficient proofs shall be given to the supervisor or superintendents before their removal can be acquiesced in.

That this agreement be submitted to the revision and approbation of the Honourable the Governor in Council, after which, and not otherwise, by his confirmation, it shall be deemed complete and declared not to be deviated from during the term of five years to which its duration is intended.

That for the year 970 and the succeeding years to 974 included the sum payable to the Honourable Company's Government is to be for the talooka before mentioned without any deduction whatever at three instalments, *viz.*, the first on the 15th of Dannoo, the second on the 15th of Meddom, the third at the end of Cheengum, Rahetiee or Hunteray Hoons thirteen thousand and four (13,004).

And whereas it is probable that the present coinage of gold Fanams may be abolished, and a new currency more adequate to the purpose of a free and general circulation established, it is hereby declared that the relative value of the old coinage and new shall be thus adjusted and accounted for in all revenue receipts from the ryots and payment by the Rajahs to the Company's Government, *viz.*, ten Biray or new gold Fanams to be equal to three Rupees.

And whereas the sum of Raheties twelve hundred and twenty-three six Fanams and thirty Cash has been deducted from the jumma as an over assessment on the dhummery or batty grounds, if hereafter it shall be found by future reports of the Canoongoes and a more minute investigation that the dhummery lands in general are, from their productiveness, equal to the payment of the full assessment, then the Company's share of the sum now remitted shall be paid in the same manner and in the same proportion as on the purrums or garden grounds, that is to say, four-fifths of the increased Negady realized therefrom.

Note.—From the Malabar Supervisor's Diary, dated 23rd January 1795.

An engagement similar to the above with Corimnaad was made with the Acheen of Palghat for Hoons 27,898-9-29. The only difference was in the last clause which was as follows :—

And lastly, from a survey of the terre land in the aforesaid districts of Palghat, it has been found that ground to the amount of 1,500 Raheties or Tumulporram from being wholly overrun with jungle cannot now in all probability be cultivated. Should it hereafter on inspection be found capable of cultivation it is hereby further stipulated that the Company's share of Negady from the ground in question shall be allowed and added to the present revenue.

The following engagements were the same as that with Corimnaad, omitting the last clause altogether :—

Corimnaad in behalf of the Rajah of Peripnaad for . .	Hoons	5,744	0	7
Cowlparah for	„	6,395	1	1
Manoor, Congar and Yertorra for	„	4,276	0	21
Beypore for	„	4,350	1	25

No. LIII.

AGREEMENT with the RAJAH of CHERICAL regarding the ADMINISTRATION of his country,—1795.

Whereas an agreement for the Malabar year 968, or A.D. 1792-93, was executed by Revyvarma, Rajah of Cherical, with William Gamul Farmer, Esquire, and Major Dow, Commissioners, appointed by the Presidency of Bombay for inspecting and regulating the countries conquered on this coast by the British army during the late war with Tippoo Sultan; in which agreement it is, among other things, stipulated, *1stly*—That on the part of the Honourable Company there shall be inspectors to ascertain the exact amount levied as well from the land revenues as the customs to the end that if more be realized than the sum therein stipulated, the surplus be paid to the Company; *2ndly*—That a more full and particular account shall be framed as soon as possible of the country,

for which end the said Commissioners shall also have a right to appoint inspectors; *3rdly*—The said Rajah of Cherical does in the said agreement bind himself to agree to all such regulations and rates as shall be formed for the collection of the revenues and the administration of justice by the Commissioners then expected from Bengal on the part of the Governor General of India; and *4thly* and lastly, by the said agreement the Rajah does contract and bind himself in general and at all times to agree to whatever the Honourable Company may think fit to ordain for the better management of the country and the improvement of the revenue;

And whereas since the date of the above agreement Sir Robert Abercromby, the Governor of Bombay, and Messrs. Duncan and Boddam, Commissioners from the Governor General, having come to the Malabar Coast did, in conjunction with Mr. Farmer, Mr. Page, and Major Dow, Commissioners from Bombay, determine that there should be established one civil government subordinate to that of Bombay with suitable courts of justice and other establishments for the general administration of the countries thus conquered from and ceded by Tippoo Sultan, in the manner already particularly set forth and fully notified in the Governor of Bombay's circular letter to all the Rajahs, under date the 30th March 1792, in pursuance of which arrangement, as well as of the aforesaid agreement of 1792, it was again in the subsequent month of July 1793 further stipulated and agreed between the Commissioners above named on the one part, and the said Rajah on the other part, for the purpose of obtaining more full and satisfactory information as to the revenue funds of the districts subordinate to the said inspectors or collectors should be appointed on the part of the Company to carry on the collections jointly with the officers of the said Rajah for the space of one year in conjunction with the canoongoes who, it was also agreed, should be appointed as permanent or perpetual registers on the part of the Government;

And for as much as the great number of inferior chowkies, for the collection of soonghum or duties and tolls on merchandize, were found materially to discourage trade and thereby keep back the improvement of the country, it was further agreed upon and ordered, in view to the general good, that all the said inland districts, tolls, and customs places for the receipts of them should be from the date of that writing or ekrarnamah, *viz.*, July 1793, for ever done away and abolished, and that the duties on merchandize should be only collected on exports by sea or land to or imports from the countries beyond the Honourable Company's province of Malabar, that is, from Cavay to Cochin, and as the duties thus remaining to be collected would be levied solely on the trade with foreign countries, with whom the connection can only be maintained and cultivated by the Company's Government, so it was agreed that the management of these residuary duties should be and remain with the Honourable Company to be regulated or diminished as to their rates as might best suit the public interest with foreign nations.

In pursuance therefore and execution of the above quoted agreement of 1792 and July 1793, as well as in view to what has been already agreed on with the

body of the Rajahs and determined on and confirmed by the Supreme Government that the administration of justice in all its parts within and throughout the said province, according to the judicial regulations shall continue under the management, superintendence, and direction of the gentlemen appointed for that purpose on the part of Government, and for as much as the period stipulated by the aforesaid agreement of July 1793, for the joint collection of the revenues by officers on the part of the Company in conjunction with those of the Rajah, hath now expired, I, James Stevens, Esquire, senior supervisor for the affairs of the Honourable Company in the said province of Malabar, in virtue of the powers derived to me from the Honourable the President in Council of Bombay, do hereby further stipulate and agree for and on behalf of the Honourable English East India Company with the said Rajah to deliver over to the management of him, the said Rajah, and his Agents the district of Cherical in as far as regards the detail collection of the revenues of the said district (with the reservation of the authority, as more particularly specified in their hookumnamah or instructions of the Honourable Company's Canoongoes appointed and confirmed by the above quoted agreement of July 1793, permanent Registers on the part of Government) for the term of five years commencing on the 1st of Canny 970, or September 1794, on the following conditions :—

That the said Rajah, his Minister or officers, shall not collect any other taxes than those included under the head of Negady with the customary tax for the charges of collection,the abolition of Perrshantrum from the Mopillas being hereby confirmed, as well as the nuzzur or offerings at the feast of Honnom and Barheir.

That such parbuties and inferior officers as have assisted the Company's tehseeldars in the collection of the revenues shall not be removed unless they may be found guilty of peculations or other misbehaviour, and of which sufficient proofs shall be given to the supervisor or superintendents before their removal can b acquiesced in.

That this agreement shall be submitted for the revision and approbation of the Honourable the Governor-General in Council after which, and not otherwise by his confirmation, it shall be deemed complete and declared not to be deviated from during the term of five years to which its duration is intended to extend.

That for the year 970 the sum payable to the Honourable Company's Government is to be for the talooks beforementioned without any deduction whatever at three instalments, *viz.*, the first on the fifteenth Dannoo, the second on the fifteenth of Meddom, and the third at the end of Cheengum, Rupees 1,05,000

For the year 971 at the same periods and equal proportion the sum of Rupees	1,10,000
For the year 972 ditto ditto	1,15,000
For the year 973 ditto ditto	1,20,000
For the year 974 ditto ditto	1,20,000

As the date of this agreement is posterior to that fixed for the payment of the first kist according to the rule observed in the other talookas, it is agreed that one-half of the sum payable for this season should be due on the end of Meenom, and the other half at the end of Shingam.

Note.—From the diary of the Malabar Supervisor, dated 2nd April 1795.

No. LIV.

Capitulation exigee pour Cochin.

Answer.

Article Precedent.

Monsieur le Commandant et le Conseil de Cochin proposent à Monsieur George Petrie, Major du 77me Regiment et Commandant du Detachment du Roi, et de la Compagnie Honorable des Indes de rendre cette Place Cochin, le 20 du Mois présent, et solicitent qu'en attendant toutes les Hostilités cesseront.

Preliminary Article.

The garrison of Cochin shall be prisoners of war, and the fort shall be delivered up to His Britannic Majesty, tomorrow at 12 o'clock noon, at which time the Western and Muttoncherry gates shall be delivered up to such detachments as Major Petrie may order to take possession of them.

Article Premier.

Tous les officiers de la Garnison et autres Militaires, qui ont défendu Cochin marcheront hors de la ville par la Porte Neuve (Niew Poort) avec les honneurs ordinaires de la Guerre, avec leurs armes et bagages, drapeaux déployés, et tambours battant, la méche brulante, et deux pièces de canons et leurs dépendances.

Article 1st.

The garrison shall march out as requested, and deposit their arms upon the esplanade, after which they must return prisoners of war.

Article 2d.

Tous les officiers et soldats qui se trouveront dans la Garnison de Cochin, seront transportés de la maniere la plus commode, pour le compte des Anglois et par leurs vaisseaux à Batavia ou Ceilon.

Article 2nd.

Inadmissible. The garrison shall be disposed of as the Commander-in-Chief may direct.

ARTICLE 3me.

Les officiers et soldats susdits prendront avec eux leurs effets sans être visités, leurs serviteurs, et esclaves et ceux qui sont mariés auront la liberté de prendre leurs familles avec eux.

ARTICLE 3rd.

Granted, except with regard to slaves. It is a name unknown in a British country.

ARTICLE 4me.

Monsieur le Commandant, les Membres du Conseil, de Police et tous les officiers de la Police et du Commerce, le Conseil Ecclesiastique, la Milice, la Marine et autres serviteurs tirants Pension, et qui sont en service de la Compagnie Hollondoise comme aussi tous les Habitants dite tant Européens qu'Indiens garderont la liberté de leurs personnes et possessions tant meubles qu' immeubles Marchandises et autres Effets qui seront sacrés et inviolables et ne seront molestés de façon quelconque.

ARTICLE 4th.

All private property shall be secure.

ARTICLE 5me.

Dans l'article précédent (le quatrième) est aussi compris, le Resident de Porca, Jan Andries Scheidzs, qui se trouve dans cette ville, et qui a été employé tenir les Livres de Négoce concernant la liberté de personnes et possessions, et on lui accordera, après qu'on a rendu les Effets de la Compagnie, de partir pour Porca, sa résidence, pour y faire ses affaires.

ARTICLE 5th.

He shall be allowed a reasonable time to settle his affairs, but must be considered as prisoner of war.

ARTICLE 6me.

Monsieur le Commandant, les Membres du Conseil, de Police, et tons les officiers de la Police, et du Commerce, le Conseil Ecclesiastique, la Marine, et autres serviteurs tirants Pension auront la liberté de partir avec leurs

ARTICLE 6th.

Answered in the second article.

Familles, Esclaves, et leurs propriétés et effets pour Batavia, ou bien pour Colombo, et pour le transport des Personnes susdites seront donnés les vaisseaux nécessaires et propres pour le voyage pour le compte des Anglois.

ARTICLE 7me.

La capitale, ou les fonds, appartenant à la Chambre des Orphelins, aux Pauvres de la Diaconie, et à l'Hospital Lepreux, ne seront pas confisqués, mais leur sera conservés comme tout l'argent des Mineurs ou Poupilles, et des Pauvres.

ARTICLE 7th.

The funds mentioned in this article shall be appropriated as His Britannic Majesty, or those empowered by him, shall direct.

ARTICLE 8me.

A tous les officiers tant qu'aux serviteurs Politiques et Civiles de la Compagnie, qui seront inclinés de demeurer dans cette place ou à s'établir comme des Habitans particuliers on le leur accordera et ils jouiront de la protection du Pavillon Anglois.

ARTICLE 8th.

All the inhabitants, who choose to remain and take the oath of allegiance to His Britannic Majesty shall be treated in every respect as British subjects.

ARTICLE 9me.

Tous les marchandises, munitions de Guerre, Artillerie, et autres armes, vivres en fin tout ce qui appartient à la Compagnie, et ce qui se trouve dans cette place sera fidèlement remis et rendus et sera reçu par les Commissaires qui sont authorisés pour les recevoir selon une specification de laquelle la double sera remise en Règle à Monsieur George Petrie.

ARTICLE 9th.

Everything specified in this article shall be faithfully delivered to such persons, as Major Petrie may appoint, to be disposed of as His Britannic Majesty may direct.

ARTICLE 10me.

La Forteresse, le Commandement, les Magasins et autres Battimens Publiques appartenant à la Compagnie ne seront pas demoliés mais resteront dans leur situation présente.

ARTICLE 10th.

The fort of Cochin and all the public buildings must be disposed of as the Commander-in-Chief, or the Officer Commanding for the time being shall direct.

ARTICLE 11me.

Il nous sera permis d'exercer librement la Réligion Réforme et selon l'usage de l'Eglise Hollondoise, pour quelle exercice il nous sera accordé l'Eglise dans laquelle elle a été pratiquée jusqu'à présent.

ARTICLE 11th.

Granted.

ARTICLE 12me.

Le Convent à Veropoli, et tous les autres Eglises Catholiques Romaines, comme aussi les Temples des Pagans jouiront toujours des Privilèges dont ils jouissoient jusqu'à présent sous la protection de la Compagnie Hollondoise.

ARTICLE 12th.

The British Government always protects every religious establishment.

ARTICLE 13me.

Tous les Topas et Chrétiens, Indiens, comme aussi les Banyans, Orfèvres, Peintres, Blanchisseurs, Cordonniers qui sont sujets et vassals de la Compagnie Hollondoise garderont leurs propriétés et jouiront toujours des Privilèges et de la protection, dont ils jouissoient, comme sujets, de la Compagnie sus dite.

ARTICLE 13th.

Answered in the 4th and 8th articles.

ARTICLE 14me.

Tous les documens, chartres, resolutions et autres papiers appartenant et regardant le Commandemant de Cochin seront gardés et remis sans aucune visitation à Monsieur le Commandeur Vanspall, à fin de les pouvoir prendre avec lui vers où il partira.

ARTICLE 14th.

All public documents and papers must be delivered up to the persons appointed to receive them, but Mr. Vanspall shall receive authenticated copies of such as may in any shape relate to himself during his government of Cochin.

ARTICLE 15me.

Personne ne sera logé dans le Commandment durant sa demeure à Cochin mais Monsieur Vanspall demeurera sans aucune empêchement.

ARTICLE 15th.

Answered in Article 10th.

ARTICLE 16me.

Si en cas que l'on trouvoit quelques deserteurs Anglois dans la Garnison de Cochin, on leur accordera pardon.

ARTICLE 16th.

All deserters to be positively given up.

ARTICLE 17me.

Tous les Papiers Publiques, les actes Notarial, et Secretarial, qui pourront périr en quelque Façon pour sureté des possessions appartenant aux Habitans de cette Place seront respectés et conservés entre les mains de ceux qu'emplessent ces charges jusqu' à présent en fin de pouvoir en faire usage comme de coutume.

ARTICLE 17th.

Answered in Article 14th.

ARTICLE 18me.

Le maitre des ventes Publiques, le sequestre, et le curateur adlities seront maintenus en exigeant les dettes actives ou en demandant l'argent que leur est dû, et ils seront protégés par les Juges ordinaires.

ARTICLE 18th.

All inhabitants, who shall remain in Cochin, shall be subject to the British laws.

ARTICLE 19me.

Après que cette Capitulation sera signée on rendra la Porte Neuve (Niew Poort) à une garde Angloise de 50 hommes à laquelle restera une garde Hollandoise d'une même nombre d'hommes, pendant que l'on ordonnera à tous les gardes de ne pas laisser sortir aucun soldat Hollandois, ni de ne laisser entrer aucun soldat Anglois, le jour suivant toutes les Portes seront occupées et rendices aux Anglois pendant que la Garnison de Cochin se retirera dans les casernes et y demeureront jusqu' à leur départ pour Batavia ou Ceilon, et déposeront les armes ordinaires, exceptés les officiers qui les commandent, ils conserveront leurs epées,

ARTICLE 19th.

The gates of the fort of Cochin shall be taken possession of by detachments of British troops, tomorrow at 12 o'clock noon. The garrison shall be lodged in as commodious a manner as circumstances will admit, till disposed of as mentioned in article the 2nd. The officers shall be allowed to retain their swords.

ARTICLE 20me.

Tous les serviteurs de la Compagnie aussi bien de la Police que de la Milice et de la Marine et autres serviteurs tirants pensions seront entretenus par la Compagnie Angloise jusqu'à ce qu'ils seront transportés par les vaisseaux Anglois aux endroits de leurs destines soit à Batavia ou à Ceilon.

ARTICLE 20th.

Major Petrie does not conceive himself at liberty to come under any such engagement on account of the Honourable Company.

ARTICLE 21me.

Tous les Malades et les Blessés qui se trouveront dans l'Hospital seront entretenus et guéris par les Anglois.

ARTICLE 21st.

Granted.

Major Petrie consents to a truce till 4 o'clock tomorrow morning at which time Mr. Vanspall must declare his acceptance of or dissent to the above articles of capitulation.

COCHIN,
19*me Octobre* 1795.

J. L. VANSPALL.

DECAN.

J. A. CELLARIUS.

J. A. SCHUDE.

ARNOLD LUNEL.

C. VANSPALL.

CAMP BEFORE COCHIN,
19th October 1795.

½ past 11 o'clock.

G. PETRIE, *Major,*
77th Regiment.
Commanding before Cochin.

No. LV.

AGREEMENT with the BEBEE of CANNANORE, executed by her on the 28th October 1796, or Malabar style 15 Toolam 972.

I, Bebee Bulia, lady of Cannanore, do agree and give this writing to witness that I will pay to the Government of the Honourable English East India Com-

pany fifteen thousand Rupees per annum being the jumma on the houses, purums, etc., situated at and near Cannanore, on my trade to the Laccadive Island, on my jelm property on the said island. I do further agree to pay the said amount of fifteen thousand Rupees at three different kists, the first or five thousand Rupees; on the 15th Dannoo; the second, or five thousand Rupees, on the 15th Meddom; the third, or five thousand Rupees, at the end of Cheengum. The article of agreement is not to do away, nor is it meant to do away, in any shape, the rights which the Government have to the Laccadive islands as is set forth in my mochulka dated the 9th April 1793, or 27th Shaban 1207 Hegira.

2. I do agree to pay the customs on all articles of merchandise whether imported or exported by me in the same manner and the same rates as the merchants of Malabar, save upon the coir imported from the Laccadives.

3. I give up my pretensions to the one-fifth share of the collection which is granted by Government to the Rajahs of Malabar, being convinced that I have no right to insist on the said allowance.

4. I give up all right and title to the Honourable Company which I have claimed to the Tarrahs of Cannatoor and Canot Chally and do agree that the Company shall make the collections in any manner they may think proper, except through the medium of the Cherical Rajah, which I most earnestly solicit may not be granted.

5. And I do agree to pay all arrears on account of customs, except upon the coir which I may have imported from the Laccadives.

Cannanore, 28th October 1796, or M. S. 15th Toolam 972

BEBEE BULIA.

Witnesses.

BALLAJEE ROW, Dewan.

RAMROW PESKAR.

GOVIND WESDANATHJEE.

No. LVI.

AGREEMENT of the NAMBYARS of IRVERNAAD regarding the ADMINISTRATION of their COUNTRY,—1798.

Whereas separate agreements have been entered into between the Honourable English East India Company and the Rajahs of Malabar, whereby the collection of inland duties, tolls, and customs on merchandize and the places for the receipts of them are for ever done away and abolished, and that the duties

on merchandise are only to be collected on exports by sea or land to, or imports from the countries beyond the Honourable Company's province of Malabar, *i.e.*, from Cavay to Cochin; and as the duties thus remaining to be collected are to be levied solely on the trade with foreign countries with whom the connection can only be maintained and cultivated by the Company's Government, so it is agreed that the management of their residuary duties shall be and remain with the Honourable Company, to be regulated, increased, or diminished as to their rates as may best suit the public interest with foreign nations.

And it is thereby also agreed that the administration of justice in all its parts within and throughout the province of Malabar, according to the judicial regulations determined on and confirmed by the Supreme Government, shall continue under the management, superintendence, and directions of the gentlemen appointed for that purpose on the part of Government.

In pursuance therefore and conformity to the mode of agreement, as above mentioned, settled with the Rajahs of Malabar, I, James Stevens, Esquire, senior supervisor for the affairs of the Honourable Company in the province of Malabar, in virtue of the powers derived to me from the Honourable the President in Council of Bombay, do hereby stipulate and agree for and in behalf of the Honourable United English East India Company with Kehaguest Canna, Cernamil Killoo, Caumpariet Chapen, and Chanderole Amboo, Nambyars, to deliver over to the management of them, the said Irvernaad Nambyars and their agents, the district of Irvernaad in as far as regards the detail collection of the revenues of the said district (with the reservation of the authority as more particularly specified in their hookumnamas or instructions of the Honourable Company's Canoongoes, appointed by the above agreement with the Rajahs of Malabar permanent registers on the part of Government) for the term of five years, commencing on the first day of Canny nine hundred and seventy Malabar, or A.D. 12th September one thousand seven hundred and ninety-four, on the following conditions:—

That such parbuties and inferior officers as have assisted the Company's tehseeldars in the collection of the revenues, shall not be removed unless they may be found guilty of peculation or other misbehaviour, and of which sufficient proofs shall be given to the supervisor or superintendent before their removal can be acquiesced in.

That this agreement shall be submitted to the revision and approbation of the Honourable the Governor in Council, after which, and not otherwise, by his confirmation, it shall be deemed complete, and declared not to be deviated from during the term of five years to which its duration is intended to extend.

That for the year 970 the sum payable to the Honourable Company's Government is to be for the talooka before mentioned, without any deduction whatever at three instalments, *viz.*, the first on the fifteenth of Dannoo; the second on the fifteenth of Meddom; and the third at the end of Cheengam Rupees twenty thousand (20,000); for the year 971, at the same period, Rupees twenty-one thousand (21,000); for the year 972, Rupees twenty-two thousand (22,CC0); for

the year 973, Rupees twenty-three thousand (23,000); and for the year 974, Rupees twenty-four thousand (24,000).

And as the date of this agreement is posterior to the term fixed for the payment of the first kist with the Rajahs of Malabar, it is hereby agreed that the sum of Rupees twenty thousand due for this season shall be paid at two instalments, *viz.*, one-half at the end of Mena, and one-half at the end of the month Cheengam.

Whereas separate agreements have been entered into between the Honourable English East India Company and the Rajahs of Malabar whereby the collection of inland duties, tolls, and customs on merchandise and places for the receipts of them are entirely done away and abolished, and that the duties on merchandize are only to be collected on exports by sea or land to, or imports from the countries beyond the Honourable Company's province of Malabar, *i.e.*, from Cavay to Cochin; and as the duties thus remaining to be collected are to be levied solely on the trade with foreign countries with whom the connection can only be maintained and cultivated by the Company's Government, so it is agreed that the management of these residuary duties shall be and remain with the Honourable Company, to be regulated, increased, or diminished as to their rates as may best suit the public interest with foreign nations.

And it is thereby also agreed that the administration of justice in all its parts within and throughout the province of Malabar, according to the judicial regulations determined on and confirmed by the Supreme Government, shall continue under the management, superintendence and direction of the gentlemen appointed for that purpose on the part of Government.

And whereas James Stevens, Esquire, senior supervisor of the province of Malabar, did in the Malabar year 970, answering to the Christian era 1794-95, on behalf of the Honourable United English East India Company, in pursuance of and in conformity to the mode of agreement as above mentioned settled with the Rajahs of Malabar, stipulate and agree with Kehaguest Canna, Cernamil Killoo, Caumpuriet Chapen, and Chanderole Amboo, Nambyars, to deliver over to them, the said Irvernaad Nambyars and their agents, the management of the district of Irvernaad in as far as regards the detail collection of the revenues of the said district (with the reservation of the authority of the Canoongoes as more particularly specified in their hookumnamas or instructions, who are to be permanent registers on the part of Government) for the term of five years commencing on the first of Canny nine hundred and seventy, A.D. 12th September one thousand seven hundred and ninety-four;

Now be it known that the said Nambyars Kehaguest Canna, Cernamil Killoo, Caumpuriet Chapen, and Chanderole Amboo having preferred a request to Christopher Peile, Esquire, Northern Superintendent, in a paper bearing their respective signatures and dated at Mondal the fifth day of January or 24th Danoo 973, desiring, for the reasons therein set forth, that the above mentioned ekrarnama or agreement be rescinded and from henceforth be considered as null and void: we, John Spencer, Esquire, Major-General James Hartley, and John Smee,

Esquire, Commissioners, executing the office of supervisor for the affairs of the Honourable Company in the province of Malabar in virtue of the authority derived to us from the Honourable the President in Council at Bombay, do accordingly hereby rescind the said ekrarnama or agreement and declare the same to be henceforth null and of no effect.

And the said four Nambyars having further requested, under date as above mentioned, that the amount which they bound themselves to pay to the Honourable Company by the said ekrarnama shall be paid by the six Nambyars of Irvernaad, *viz.*, the four above named and Carriat Ama and Narangoly Nambyars separately for the year 973 and 974, each paying for that part or division of Irvernaad which belongs to his or her family; we the said John Spencer, Esquire, Major-General James Hartley, and John Smee, Esquire, do hereby stipulate and agree for and in behalf of the Honourable United English East India Company with Kehaguest Canna Nambyar to deliver to the management of him or his agents that part of the district of Irvernaad over which his influence and that of his family formerly extended according to the annexed Schedule, as far as regards the detail collections of the revenue thereof.

And it is hereby further agreed and stipulated that the sum payable to the Honourable Company's Government by the said Kehaguest Canna Nambyar for the lands and possessions above described, shall be for the current year 973 the full and just sum of Rupees four thousand six hundred and forty-nine two quarters and forty reas (4,649-2-40) without any deduction whatever, at three instalments, *viz.*, the first on the fifteenth day of Dannoo, the second on the fifteenth of Meddom, and the third at the end of Cheengam; and for the year nine hundred and seventy-four the sum payable as above shall be Rupees four thousand eight hundred and fifty-one two quarters and seventy reas (4,851-2-70): and it is further agreed that this covenant shall be submitted to the revision and approbation of the Honourable the Governor in Council, by whose ratification of the same, and not otherwise, it shall be deemed of full force and effect for the two years above mentioned.

And as the date of this agreement is posterior to the term fixed for the payment of the first kist, it is hereby further agreed that the sum due on account of the first kist shall be paid to the northern superintendent by the 21st of Makarom ensuing or 31st January.

The second at the stated period or 15th Meddom, and the third on the 31st Cheengam.

Given under our hands and seal in Calicut this 12th day of January one thousand seven hundred and ninety-eight, answering to the second Makarom nine hundred and seventy-three.

Given under my hand at Mondal this sixth day of Makarom nine-hundred and seventy-three.

The mark of KEHAGUEST CANNA.

Signed before me and delivered at Mondal this sixteenth day of January 1798.

CHRISTOPHER PEILE, N.S.

CAETANO COELHO.

INLIAO MART BASS.

The amount of jumma of Kehaguest Nambyar's division with the names of the tanahs collected by him, viz.—

1. Paloor . . 2. Pootur . . 3. Canagot . . 4. Tupingatoor . 5. Billacatoor . 6. Coloavailor . 7. Ellamgott . . 8. Cooteny . .	for the year 973 M. S.	. Rupees	4,649	2	40
Ditto from the above for 974 M. S. . . .		. Rupees	4,851	2	70

Similar agreements were made with the other Nambyars separately, *viz.*

Cernamil Killoo for the year	973	M.S.	. .	Rupees	2,324	3	20
	974	M.S	. .	"	2,425	3	35
Cattmpuriet Chapen for the year	973	M.S.	. .	"	4,649	2	40
	974	M.S.	. .	"	4,851	2	70
Chandarole Amboo for the year	973	M.S.	. .	"	2,324	3	20
	974	M.S.	. .	"	2,425	3	35
Catriat Ama for the year	973	M.S.	. .	"	5,914	2	30
	974	M.S.	. .	"	6,171	2	90
Natangolly Nambyar for the year	973	M.S.	. .	"	7,368	0	85
	974	M.S.	. .	"	7,504	3	35

No. LVII.

KARARNAMAH OR AGREEMENT entered into between the HONOURABLE COMPANY'S GOVERNMENT and KORIKORTE MAUNA WICRAMA SAMOORY RAJAH of the NEDYERUPPA SURUWUM, for himself and his family, defining the conditions on which the MALIKHANA they have heretofore enjoyed is confirmed to them in perpetuity,—1806.

Whereas kararnamahs or agreements were signed and executed between James Stevens, Esq., Supervisor of the Province of Malabar, under the authority vested

in him by the Honourable the Governor in Council of Bombay on the one part, and by certain Malabar Rajahs and Chieftains on the other part. Wherein it was among other stipulations agreed, that for the term of five years commencing on the 1st of Kanny 970 M. S. one-fifth share of the net collections of certain districts should be on certain conditions paid annually for the said period of five years to Korikorte Mauna Wicrama Samoory Rajah, out of the revenues accruing to the Company's Government.

And whereas the said term of five years so stipulated is now and has been long since expired and the conditions of the said kararnamahs or agreements consequently void and of no effect and no permanent settlement of the revenues of Malabar having since been carried into practice, the Malikhana to the several Rajahs has been continued by the free bounty of the Company's Government on the basis of the aforesaid kararnamahs or agreements. And whereas the jurisdiction of the province of Malabar having been transferred to the Government of Fort St. George, the Principal Collector has received the orders of the Right Hon'ble the Governor in Council to fix one general assessment of land revenue throughout the province of Malabar on certain principles. And whereas the proposed assessment may in its operation reduce the amount of jumma upon certain districts in particular or upon the whole province in general, whereby the usual Malikhana of five per cent. on the jumma may be diminished in certain cases to the prejudice of the comforts of the Rajahs and their families, contrary to the benevolent intentions of the Company's Government towards the Rajahs of Malabar.

And for as much as some of the younger branches of certain Kovilgums have at several times forgotten their duties of allegiance to the Company's Government, and have in some instances fomented and excited disturbances in the country and some are at this moment in actual hostility and rebellion against the Government, and it is expedient to use every precaution to avert such evils in all time to come. But whereas the Company's Government are in its justice disposed to pardon the former errors of the few (the crimes of open hostility and rebellion excepted), in consideration of the allegiance and commendable demeanour of the majority of the members of the different Kovilgums in Malabar.

Wherefore the Right Hon'ble the Governor in Council of Fort St. George has deemed it expedient to authorise and direct the Principal Collector in Malabar to frame and conclude new stipulations and agreements of one general form and tenor of the most solemn and binding nature to comprehend and provide for all and singular of the premises.

In pursuance therefore of the said determination of the Government in virtue of powers specially vested in me to this end by authority of the Right Honourable the Governor in Council of Fort St. George, I, Thomas Warden, Principal Collector in the province of Malabar, do hereby stipulate and agree in the name of the Honourable United East India Company with Korikorte Mauna Wicrama Rajah

of the Nedyeruppa Suruwum for himself and his heirs for ever in manner and form following :—

ARTICLE 1.

Clause 1st.—From and after the 1st day of Kanny 982 M.S. or 15th September 1806, the Malikbana or allowance to the several Rajeums, Kovilgums, and Chieftains in Malabar shall be calculated at 20 per cent. upon the gross jumma of the land revenue of the year 976 (after deducting 10 per cent. for charges) being the jumma to which the amount of the assessment was reduced by a Proclamation under the signature of the Acting Principal Collector, bearing date the 11th of March 1803, corresponding with the 30th of Koombhum 978 (M.S.). And in order to obviate all future doubts as to the true meaning and extent of this clause the names of the districts, total amount of nett jumma and malikhana thereon payable to Korikorte Mauna Wicrama Rajah and the Nedyeruppa Suruwum are hereunder specified :—

Calicut, Pynaad Ernaad, Kekapuram, Naduganaad-Shernaad, Wadakapuram Choughaut, Naduvootum.

	Viray Hoons.	Fns.	Cash.
Total nett jumma after deducting 10 per cent. . . .	2,33,785	6	36½
Amount of malikhana being 20 per cent. on nett jumma is	46,257	1	15
Making at 12½ Viray Fanams per Star Pagoda, Star Pagodas	37,760	39	0
or Rupees .	1,32,163	4	0

Clause 2nd.—All existing agreements made under the sanction of the different Administrations of the province of Malabar relative to the distribution of the one-fifth share or malikhana among the Rajahs, members, and others of the several Rajeums are hereby recognized and confirmed; and the several shares shall be recoverable by process in the Civil Courts of Judicature existing or which may be established in the province of Malabar.

Clause 3rd.—In like manner it shall be competent to the several Rajahs, under sanction of the Company's Civil officers having due authority, to form separate stipulations with the members and families of the Rajeums, for the division of the shares which shall, in this case, be recoverable in the courts of law as specified in clause the second of this article.

ARTICLE 2.

The amount of the Malikhana as fixed by this instrument shall be payable in quarterly equal instalments at the Cutcherry of the Principal Collector, or of the Collector of the Zillah as the case may be.

ARTICLE 3.

To ensure a due degree of subordination among the junior members of the different Kovilgums and of the latter upon the principal one, the instalments of Malikhana shall be payable only to the receipt of the senior member of each Rajeum,

unless it shall be otherwise determined by competent authority of the Company's civil officers.

ARTICLE 4.

The Malikhana as hereby fixed shall be considered as the security for the good and dutiful behaviour towards the Company's Government of each and every member of the Rajeum or family to which it may now and hereafter be payable.

Clause 1st.—That is to say, if any senior Rajah having the sole management of the Malikhana of his family shall at any time receive a summons from any Collector or Judge or other competent authority requiring the personal appearance of any subordinate member of his family to answer to any matter or thing which may be cognizable by the Criminal Courts in Malabar, which matter or thing is to be distinctly specified in the summons, and if within a certain period, which shall be also specified in the summons, the said senior Rajah shall not have delivered up the person of the said member of his family or have given satisfactory proof of his inability to produce the said person, then the whole of the Malikhana, which would be payable to that Rajeum in all its branches, shall be forfeited to Government for ever.

Provided that any junior member or family of each Rajeum may, upon establishing to the satisfaction of the local authority of Government his individual innocence of all concern in the matters charged against his relative and his inability to co-operate successfully in securing his person, make application through such local authority to Government for the special indulgence of a continuance of his or her share.

Clause 2nd.—In like manner when the shares have been regularly distributed among the different Rajahstaanums and Kovilgums by due authority as specified in clause second and third of Article 1, then such summons as aforesaid shall issue to the senior Rajah of the particular Kovilgum of which the person of any member may be required, in this case the share allotted to such Kovilgum, and whatever else the members thereof may otherwise independently receive of the Malikhana, shall be in the first instance sequestered in the event of an unsatisfactory return to such summons.

Clause 3rd.—But in the event of the summons requiring the person of the senior or managing Rajah of any Kovilgum, then it shall be directed to the senior member of the Suruwum or Rajeum, and the whole Malikhana thereof shall be the security as in clause first of this article.

ARTICLE 5.

Counterparts of this instrument are signed and interchanged between Thomas Warden, Principal Collector of Malabar, on the part of Government, and Korikorte Mauna Wicrama Rajah of the Nedyeruppa Suruwum for himself, and the members of his family, the seniors of whom likewise sign the separate copy conjointly and separately for themselves and the members of their respective Kovilgums, it being contrary to the custom of the Suruwum for its junior members to put their signatures in the same paper with the Zamorin or Senior Rajah.

Signed, and sealed, and delivered on this fifteenth day of the month of November, in the year one thousand eight hundred and six, corresponding with the second day of the month of Vrischigam of the Malabar year nine hundred and eighty-two, at Calicut in the public Cutcherry of the Principal Collector, where no stamps are used, in the presence of

S. MEEK,
Civil Surgeon, Malabar.

THOS. WARDEN,
Principal Collector, Malabar.

WILLIAM ATKINS,
Lieutenant-Colonel.

SIGNATURE OF ZAMORIN.

IGNACIO DE LOYALA E GA.

In a separate copy are the Signatures of—

Eralpad or Second Rajah; of Edataralpad or Fourth Rajah; of the Nediripa Moota Erady Tirulmalpad or fifth Rajah for himself and his elder brother, the Moonalpad, Senior of Kerekey Kulote Kovilgum; of the Elea Erady Tirulmalpad, Senior of the Poodea Kulote Rajah.

No. LVIII.

Circular to all AUTHORITIES in MALABAR,—1817.

SIR,

Having received instructions from the British Commissioner for the Restitution of the French Possessions to deliver over Mahe to Monsieur Philibert, Commanding H.M.C.M. Frigate, Amphitrite, and to notify the same to all the authorities on the Coast, I have the honour to inform you that I propose with the concurrence of Monsieur Philibert proceeding to Mahe for that purpose on Wednesday next, the 29th instant, from which date the town of Mahe with a certain tract of ground around it will be considered as transferred to the authority of H.M. Christian Majesty's Government.

A Proclamation will be issued defining the extent of Boundaries thus transferred immediately after the transfer.

* * * * * *

I have, &c.,
J. VAUGHAN.

CALICUT,
24th January 1817.

Proclamation issued by JAMES VAUGHAN, Collector of the Province of Malabar.

This is to give notice that in consequence of Peace being made between the English and French Nations as proclaimed on the 15th of last Wirchigom[1] / 28th November 1816 the establishment of Mahe, which formerly belonged to the French Power, is in conformity to the orders from the Presidency this day restored. The particulars of the boundaries are as follows:—From the flagstaff now erected at Mahe due south as far as the south side of the Tekkola Allietta Paramba; from thence due east to Cooroopan Chappa; from thence due north to Paraoola Caddawandy Kenalla Tyoola Paramba; and from thence due west to the flagstaff (Point), which boundaries have been duly delivered. On defining these boundaries and delivering up the territory within the boundary, many people being present no difference can arise; but these boundaries are only fixed until further orders of Government. Within the aforesaid boundaries all matters are to be referred to Mr. Menesse appointed on the part of the French Government whose orders in these cases are to be obeyed, but all revenue matters are until some other person is appointed to be continued on the system which at present prevails and the revenue paid to the Parbutty as before.

Kumbhom 13th, 1992.
22nd February 1817.

Circular to all AUTHORITIES in MALABAR.

SIR OR GENTLEMEN,

The event alluded to in my letter under date the 24th ultimo, having taken place in the Restitution of Mahe to the French Authorities on the 23rd instant, I have now the honour to inform you from that date Mahe Proper must be considered as a French Settlement.

I have, &c.,

J. VAUGHAN.

CALICUT,

24th February 1817.

No. LIX.

Instrument executed by the ENGLISH and FRENCH authorities,—1819.

Whereas by the Treaties of Paris of the 30th May 1814, and 20th November 1815, His British Majesty has engaged to restore to His Most Christian Majesty

[1] Not forthcoming in the Records. It was a printed copy received from Government.

all the territories, establishments and factories possessed in India by the French on the 1st of January 1792.

Be it known that I, Baron Law deClapernon, Knight of the Royal and Military Order of the St. Louis, Chief of the French Establishment of Mahe, invested of full powers by His Excellency the Count Du Puy, Peer of France, Governor-General of the French Settlements in India, and by M. Joseph d'Ayot, Intendant General of the said Settlement, acknowledge by these presents having received from Mr. James Vaughan, Collector of Malabar, invested with full powers by Right Honourable Hugh Elliot, Governor in Council of Fort St. George, the French factory at Calicut with the dependances thereof, which I, James Vaughan, acknowledge having delivered this day.

In witness thereof we have drawn the present verbal process after having had the French colours hoisted at Calicut.

Done in quadruplicate at Calicut the 1st day of February in the year of our Lord 1819.

The Commissioner of His Britannic Majesty.

J. VAUGHAN, *Collector.*

The Commissioner of the King of France.

B. LAW DECLAPERNON.

No. LX.

Instrument executed by the ENGLISH and FRENCH authorities,—1853.

Whereas there have been various discussions regarding the Territory to be delivered up to the French Government in the vicinity of Mahe under the provisions of the Treaties of Paris of the 30th May 1814, and 20th November 1815, and whereas it has been finally determined that the said Territory is to consist of the four villages of Paloor, Pandaquel, Chamberra and Chalicara, and of the three detached points or posts of Fort St. George, the Great and the Little Calaye, as defined by the British authorities without any of the Territory in their vicinity, to which a claim was made on a former occasion, and as in execution of this arrangement the limits of the territory to be transferred to the French Government have now been ascertained to be principally.

For the four villages.

East.—Part of Panianoor, Peringalam, Wollavilam and Kalaye amshoms.

West.—Teeroovangad and Kalaye amshoms.

North.—Pooniam river and part of Panianoor amshom.

South.—Part of Wollavilam and Kalaye amshom.

For the three detached points (which communicate with each other).

North.—The strip of Kalaye lying between them and Vera Coonoo.

South and South-West.—A strip of Kalaye amshom intervening between them and Mahe river and a portion of Tellicherry road.

East.—A mosque and precipice.

West.—A portion of Tellicherry road and strip of Kalaye amshom intervening between them and Kanien Koonoo.

The particulars of the above boundaries will be found exhibited in detail in the appendix annexed to this instrument, approved and signed by us this day.

Be it known that I, Joseph Hayes, First class S. Commissary of the Marine Chief of the French Establishment of Mahe, Malabar Coast, French Commissioner, invested with full powers by His Excellency Rear-Admiral De Verninac, Governor-General of the French Settlements in India, do acknowledge by these presents having received from Mr. James Douglas Robinson, Head Assistant Collector of Malabar and Commissioner for the British Government, the aforesaid three detached points or posts of Fort St. George, the Great and the Little Calaye and the four villages of Paloor, Pandaquel, Chamberra and Chalicara which I, James Douglas Robinson, do acknowledge to have delivered this day according to the above specified boundaries, which correspond with those laid down in a plan drawn up by the Civil Engineer of the 7th Division and dated 9th January 1849, except at three different places indicated on the revised copies of the plan as A, B, C, where, on careful enquiry and comparison of the original plan with the village accounts, certain discrepancies having been ascertained to exist, the original land marks have been altered in such degree as appears just and reasonable, and so modified, have been defined on the copy of the plan and declared to constitute the boundary of the Territory hereby ceded.

I, James Douglas Robinson, do moreover as requested by M. Hayes promise to supply him with a certified plan of the Territory now transferred.

In witness whereof the present verbal process after having had the French colours hoisted on the Vera Coonoo has been drawn up and signed.

Done in quadruplicate at Mahe, the 14th day of November 1853.

J. D. ROBINSON,
English Commissioner.

J. HAYES,
Commissaire Francais.

No. LXI.

ARTICLES of AGREEMENT entered into between ADI RAJA IMBICHI BIBI of CANNANORE, MALABAR DISTRICT in the PRESIDENCY of MADRAS in the EMPIRE of INDIA of the one part and the GOVERNOR in COUNCIL of FORT SAINT GEORGE acting in pursuance of express orders from the GOVERNOR-GENERAL of INDIA in COUNCIL of the other part,—1908.

Whereas in pursuance of an order of the Government of Madras No. 417-Political, dated the 18th July 1905, the Collector of Malabar by his letter dated the 18th October 1905 made the following offer on behalf of the Government of India to M.R. Ry. Adi Raja Muhammad Ali Raja Avergal of Cannanore, Malabar District, *viz.*, that on condition that the said Muhammad Ali Raja ceded absolutely on behalf of himself his heirs and successors all claims and right whatsoever whether as sovereign or jenmi in and over the Laccadive Islands :—

(*i*) all arrears of peshkash due by the Adi Raja under the Karar referred to in Article 3 (*a*) below would be remitted;

(*ii*) the payment of the Amindivi compensation referred to in Article 2 below would cease;

(*iii*) the Government would pay to Adi Raja and to his heirs and successors a malikhana of Rs. 23,000 per annum in equal monthly instalments—one half being paid to him during his life and after his death to the head of the family for the time being as a personal grant for the maintenance of his position and dignity and the other half being paid to him and to his heirs and successors as heads of the family;

(*iv*) the Adi Raja and his heirs and successors would be allowed to hold free of all peshkash or assessment those lands on the mainland at Cannanore which were then held under the Karar and in respect of which the Adi Raja had been registered as jenmi during the settlement operations being in area about 1,419¼ acres;

(*v*) the title of "Sultan" without any territorial addition would be conferred on the Raja and his heirs and successors as a hereditary distinction;

(*vi*) the Raja and his heirs and successors would be exempted under section 641 of the Civil Procedure Code from personal attendance in Court.

And Whereas the above offer was accepted by the Adi Raja by his letter to the Collector of Malabar, dated the 17th November 1905, in the following words "in reply to your letter No. Ref. on C. 29, Confidential 1905, dated the 18th October 1905, informing me of the recent offer of the Government of India in *re* Laccadive Islands, I have the honour to inform you that I am willing to accept the offer contained in your letter and to cede absolutely on behalf of myself, my heirs and successors all claims and rights whatsoever as sovereign or as jenmi in and over the Laccadive Islands subject to the terms and conditions contained in

your letter under reply"; And Whereas the said Muhammad Ali Raja died on the 5th September 1907, before a formal deed of cession could be executed by him in pursuance of the agreement concluded by the offer and acceptance hereinbefore recited; And whereas the said Adi Raja Imbichi Bibi succeeded the said Muhammad Ali Raja as the head of the family of the Raja of Cannanore; And Whereas the said Adi Raja Imbichi Bibi recognizes the validity of the agreement concluded between the late Muhammad Ali Raja and the Government of India and her obligation to carry out the same by the execution of a formal deed of cession and is desirous of doing so and thereby securing for herself, her heirs and successors, the benefits of the said agreement:

Now it is hereby agreed and declared as follows:—

ARTICLE 1.

The said Adi Raja Imbichi Bibi on behalf of herself, her heirs and successors hereby cedes and makes over in full sovereignty and in perpetuity to His Majesty the Emperor of India to form part of His Majesty's Indian dominions as from the first day of July 1905, the lands and territories inclusive of Pandaram lands comprising the Laccadive Island and Minicoy Island more particularly described in Schedule A hereunder written and all claims therein possessed by or belonging to the said Adi Raja Imbichi Bibi as sovereign of the said Islands.

ARTICLE 2.

The said Adi Raja Imbichi Bibi on behalf of herself, her heirs and successors hereby waives and surrenders all past present and future claims if any in respect of the abatement which as a matter of grace was made in the revenue payable to the British Government by the predecessor of the said Adi Raja Imbichi Bibi as compensation for the renunciation by such predecessor of any claim to "the Amini group" of Islands.

ARTICLE 3.

In consideration of the cession and surrender contained in the above articles the Governor in Council of Fort Saint George makes the following concessions in favour of Adi Raja Imbichi Bibi, her heirs and successors:—

(a) That all arrears of peshkash now due under the Karar dated 28th October 1796 executed by Beeby Bulia, a predecessor of the said Adi Raja Imbichi in favour of the Hon'ble the East India Company are hereby remitted.

(b) That the lands situated at and near Cannanore referred to in such Karar which now stand registered in the name of the said M. R. Ry. Muhammad Ali Raja Avergal as the jenmi thereof and which lands are more particularly described in Schedule B* hereunder written shall so long as such lands are held by the said Adi Raja Imbichi

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* Not reproduced.

Bibi or by the Karnavan for the time being of the family of the said Adi Raja Imbichi Bibi be free from any land revenue payable to the British Government, but shall not be free from liability to pay any cess that may be payable therefor under any enactment for the time being in force.

(c) That the said Adi Raja Imbichi Bibi or other the Karnavan for the time being of the family of the said Adi Raja Imbichi Bibi shall be paid from the public treasury a pension of Rs. 23,000 per annum commencing from the 1st day of July 1905 and payable by equal monthly instalments of Rs. 1,916-12-0 on the fifteenth day of every month of which monthly payments one-half shall be considered a personal grant to such Karnavan for the maintenance of his or her position and dignity and the other half shall be received by such Karnavan for the use and benefit of such family.

ARTICLE 4.

The foregoing articles of agreement shall be subject to the ratification or rejection of the Governor-General of India in Council.

Signed this 15th day of November 1908 by Adi Raja Imbichi Bibi.

ADI RAJA IMBICHI BIBI,
Rangal Avergal, Cannanore.

In the presence of—

W. FRANCIS,
Acting Collector of Malabar.

J. C. NUNYANAKENG,
Government Pleader, N. Malabar.

TH. MALLHUI,
Acting Tahsildar of Chirakkal.

Signed by Charles James Weir, the Chief Secretary to the Government of Madras, this 5th day of December 1908.

C. J. WEIR.

Ratified by the Governor-General of India in Council at Fort William in Bengal this 5th day of February 1909.

S. H. BUTLER,
Secy. to the Govt. of India,
Foreign Department.

X N

SCHEDULE A.

Name of Island.	Approximate area in square miles.	Dependant islets.
Androth	$1\frac{3}{8}$	*Nil.*
Kalpeni	1	(1) Cheriyam, (2) Tilakkamand, (3) Pitti.
Kavarathi	$1\frac{1}{4}$	(1) Pitti, (2) Suhelipar consisting of Valiyakara and Cheriyakara.
Agathi	$1\frac{7}{8}$	(1) Kalpitti, (2) Bangaram, (3) Tinnakara and (4) Parali.
Minicoy	2	Virinjili.

W. FRANCIS,
Acting Collector.

* Schedule B not reproduced.

No. LXII.

CONVENTION between GREAT BRITAIN and FRANCE. Signed at LONDON, the 7th of March 1815.

In the NAME of the MOST HOLY and UNDIVIDED TRINITY.

The trade in salt and opium throughout the British Sovereignty in India, having been subjected to certain regulations and restrictions, which, unless due provision be made, might occasion differences between the subjects and Agents of His Britannic Majesty and those of His Most Christian Majesty; Their said Majesties have thought proper to conclude a Special Convention for the purpose of preventing such differences and removing every cause of dispute between their respective subjects in that part of the world, and in this view have named for their respective plenipotentiaries, *viz.*, His Majesty the King of the United Kingdom of Great Britain and Ireland, Robert, Earl of Buckinghamshire, a Peer of the United Kingdom, President of the Board of His Majesty's Commissioners for the affairs of India, etc., etc., etc. And His Majesty the King of France and Navarre, the Sieur Claude Louis de la Châtre, descendant of the Princes of Deols, Count de la Châtre, His Ambassador extraordinary and plenipotentiary at the Court of London, etc., etc., etc., who, after having communicated to each other their respective Full Powers, found in good and due form, have agreed upon the following Articles :—

1. His Most Christian Majesty engages to let at farm to the British Government in India, the exclusive right to purchase

CONVENTION entre la GRANDE BRETAGNE et la FRANCE. Signée à LONDRES, le 7 Mars, 1815.

Au Nom de la Très Sainte et Indivisible Trinité.

Le commerce du sel et de l'opium ayant été assujetti dans l'étendue des Possessions Britanniques dans l'Inde à certains réglemens et restrictions, qui s'il n'était pris des mesures convenables, pourraient donner lieu à des difficultés entre les sujets et Agens de Sa Majesté Britannique et ceux de Sa Majesté Très-Chrétienne; Leurs dites Majestés ont jugé à propos de conclure une Convention Spéciale pour prévenir ces difficultés, et écarter toute autre cause de discussion entre leurs sujets respectifs dans cette partie du monde. A cet effet, elles ont nommé pour leurs plénipotentiaires respectifs, savoir: Sa Majesté le Roi du Royaume Uni de la Grande Bretagne et de l'Irlande, le Sieur Robert, Comte de Buckinghamshire, Pair du Royaume Uni, Président du Bureau de Ses Commissaires pour les affaires de l'Inde, etc., etc., etc., et Sa Majesté le Roi de France et de Navarre, le Sieur Claude Louis de la Châtre, des Princes de Déols, Comte de la Châtre, Son Ambassadeur extraordinaire et plénipotentiaire à la Cour de Londres, etc., etc., etc., lesquels, après s' être communiqué leurs Pleins pouvoirs respectifs, trouvés en bonne et due forme, sont convenus des Articles suivans:

1. Sa Majesté Très-Chrétienne s' engage à affermer au Gouvernement Anglais dans l'Inde, le privilége

at a fair and equitable price, to be regulated by that which the said Government shall have paid for salt in the districts in the vicinity of the French possessions on the coast of Coromandel and Orissa respectively, the salt that may be manufactured in the said possessions, subject to a reservation of the quantity that the Agents of His Most Christian Majesty shall deem requisite for the domestic use and consumption of the inhabitants thereof; and upon the condition that the British Government shall deliver in Bengal, to the Agents of His Most Christian Majesty, the quantity of salt that may be judged necessary for the consumption of the inhabitants of Chandernagore reference being had to the population of the said settlement, such delivery to be made at the price which the British Government shall have paid for the said article.

exclusif d'acheter le sel qui sera fabriqué dans les possessions Françaises sur les côtes de Coromandel et d'Orixa, moyennant un prix juste et raisonnable, qui sera réglé d'après celui auquel le dit Gouvernement aura payé cet article dans les districts avoisinant respectivement les dites possessions, à la réserve toutefois de la quantité que les Agens de Sa Majesté Très-Chrétienne jugeront nécessaire pour l'usage domestique et la consommation des habitans de ces mêmes possessions, et sous la condition que le Gouvernement Anglais livrera dans le Bengale, aux Agens de Sa Majesté Très-Chrétienne, la quantité de sel qui sera reconnue nécessaire pour la consommation des habitans de Chandernagor, eu égard à la population de cet établissement, et que cette livraison sera faite aux prix auquel le sel reviendra au dit Gouvernement.

2. In order to ascertain the prices as aforesaid, the official accounts of the charges incurred by the British Government, for the salt manufactured in the districts in the vicinity of the French settlements on the coasts of Coromandel and Orissa respectively, shall be open to the inspection of a Commissioner to be appointed for that purpose by the Agents of His Most Christian Majesty in India; and the price to be paid by the British Government shall be settled according to an average to be taken every three years, of the charges as aforesaid ascertained by the said official accounts, commencing with the three years preceding the date of the present Convention.

2. Afin de déterminer le prix du sel conformément à ce qui vient d'être dit, les états officiels constatant ce que le sel fabriqué dans les districts qui avoisinent respectivement les Etablissemens Français sur les côtes de Coromandel et d'Orixa, aura coûté au Gouvernement Anglais, seront soumis à l'inspection d'un Commissaire nommé à cet effet par les Agens de Sa Majesté Très-Chrétienne dans l'Inde; et le prix qui devra être payé par le Gouvernement Anglais sera fixé tous les trois ans d'après le taux moyen du sel pendant ce laps de tems, tel qu'il sera constaté par les dits états officiels, à commencer des trois années qui ont précédé la date de la présente Convention.

The price of salt at Chandernagore to be determined, in the same manner, by the charges incurred by the British Government for the salt manufactured in the districts nearest to the said setttlement.

Le prix du sel à Chandernagor devra être déterminé de la même manière, et d'après celui auquel cet article reviendra au Gouvernement Anglais dans les districts les plus voisins de cet établissement.

3. It is understood that the salt works in the possessions belonging to His Most Christian Majesty shall be and remain under the direction and administration of the Agents of His said Majesty.

3. Il est bien entendu que les salines situées dans les possessions appartenant à Sa Majesté Très-Chrétienne, seront et demeureront sous la direction et l'administration des Agens de Sa dite Majesté.

4. With a view to the effectual attainment of the objects in the contemplation of the high Contracting Parties, His Most Christian Majesty engages to establish in His possessions on the coasts of Coromandel and Orissa, and at Chandernagore in Bengal, nearly the same price for salt, as that at which it shall be sold by the British Government in the vicinity of each of the said possessions.

4. Afin d'atteindre le but que les hautes Parties Contractantes ont en vue, Sa Majesté Très-Chrétienne s'engage à établir dans Ses possessions sur les côtes de Coromandel et d' Orixa, et à Chandernagor dans le Bengale, le sel au même prix à-peu près que le Gouvernement Anglais le vendra dans les territoires voisins de chacune des dites possessions.

5. In consideration of the stipulations expressed in the preceding Articles, His Britannic Majesty engages that the sum of four lacs of sicca rupees shall be paid annually to the Agents of His Most Christian Majesty, duly authorised, by equal quarterly instalments; such instalments to be paid at Calcutta or at Madras, ten days after the bills that may be drawn for the same by the said Agents shall have been presented to the Government of either of those Presidencies; it being agreed that the rent above stipulated shall commence from the 1st of October, 1814.

5. En considération des stipulations renfermées dans les Articles précédens, Sa Majesté Britannique s'engage à faire payer annuellement aux Agens de Sa Majesté Trés-Chrétienne dûment autorisés, la somme de quatre lacs de roupies sicca; lequel payement sera effectué par trimestre et par portions égales, soit à Calcutta soit à Madras, dix jours après que les traités tirées par les dits Agens auront été présentées au Gouvernement de l'un ou de l'autre de ces Présidences. Il est convenu que la rente ci-dessus stipulée sera due à partir du 1er Octobre, 1814.

6. With regard to the trade in opium, it is agreed between the high Contracting Parties, that at each of the periodical sales of that article, there shall be

6. Il est convenu entre les hautes Parties Contractantes relativement au commerce de l'opium, qu'à chacune des ventes périodiques de cet

reserved for the French Government and delivered upon requisition duly made by the Agents of His Most Christian Majesty, or by the persons duly appointed by them, the number of chests so applied for; provided that such supply shall not exceed 300 chests in each year; and the price to be paid for the same shall be determined by the average rate at which opium shall have been sold at every such periodical sale; it being understood that if the quantity of opium applied for at any one time shall not be taken on account of the French Government by the Agents of His Most Christian Majesty, within the usual period of delivery, the quantity so applied for shall nevertheless be considered as so much in deduction of the 300 chests hereinbefore mentioned.

article, il sera réservé pour le Gouvernement Français et délivré à la requisition des Agens de Sa Majesté Très-Chrétienne, ou à celle des personnes qu'ils auront autorisées à cet effet, la quantité de caisses d'opium qu'ils demanderont, en tant que cette quantité n'excédera pas trois cents caisses par an; lesquelles devront être payées au prix moyen auquel l'opium se sera élevé à chacune de ces ventes périodiques: Bien entendu que si les Agens du Gouvernement Français ne faisaient pas retirer pour son compte, aux termes ordinaires des livraisons, la quantité d'opium qui aurait été demandée à une époque quelconque, elle entrerait néanmoins en déduction des trois cents caisses qui doivent etre livrées.

The requisitions of opium as aforesaid are to be addressed to the Governor-General at Calcutta within thirty days after notice of the intended sale shall have been published in the Calcutta Gazette.

Les demandes d'opium faites ainsi qu'il vient d'être dit, devront être adressées au Gouverneur Général à Calcutta, dans l'éspace de trente jours après que l'époqué des ventes aura été indiquée par la Gazette de Calcutta.

7. In the event of any restriction being imposed upon the exportation of saltpetre, the subjects of His Most Christian Majesty shall nevertheless be allowed to export that article to the extent of 18,000 maunds.

7. Dans le cas où il serait mis des restrictions à l'exportation de salpêtre, les sujets de Sa Majesté Très-Chrétienne, n'en auront pas moins la faculté d'exporter cet article jusqu'à la concurrence de dix-huit mille maunds.

8. His Most Christian Majesty, with the view of preserving the harmony subsisting between the two nations, having engaged by the twelfth Article of the Treaty concluded at Paris, on the 30th of May, 1814, not to erect any fortifications in the establishments to be restored to Him by the said Treaty, and to maintain

8. Sa Majesté Très-Chrétienne, dans la vue de conserver la bonne harmonie qui existe entre les deux nations, s'étant engagée par l'Article 12 du Traité conclu à Paris, le 30 Mai, 1814, à n'élever aucun ouvrage de fortification dans les établissemens qui doivent Lui être restitués

no greater number of troops than may be necessary for the purposes of police; His Britannic Majesty on his part, in order to give every security to the subjects of His Most Christian Majesty residing in India, engages, if at any time there should arise between the high Contracting Parties any misunderstanding or rupture (which God forbid), not to consider or treat as prisoners of war those persons who belong to the civil establishments of His Most Christian Majesty in India, nor the officers, non-commissioned officers, or soldiers, who, according to the terms of the said Treaty, shall be necessary for the maintenance of the police in the said establishments, and to allow them to remain three months to settle their personal affairs, and also to grant them the necessary facilities and means of conveyance to France with their families and private property.

en virtu du dit Traité; et à n'y avoir que le nombre de troupes nécessaires pour y maintenir la police; de Son côté Sa Majesté Britannique, afin de donner toute sureté aux sujets de Sa Majesté Très-Chrétienne résidant dans l'Inde, s'engage, si à une époque quelconque il survenait entre les hautes Parties Contractantes quelque sujet de mésintelligence ou une rupture (ce qu'à Dieu ne plaise), à ne point considérer ni traiter comme prisonniers de guerre, les personnes qui feront partie de l'administration civile des établissemens Français dans l'Inde, non plus que les officiers, sous-officiers, et soldats qui, aux termes du dit Traité, seront nécessaires pour maintenir la police dans les dits établissemens, et à leur accorder un délai de trois mois pour arranger leurs affaires personnelles, comme aussi à leur fournir les facilités nécessaires et les moyens de transport pour retourner en France avec leurs familles et leurs propriétés particulières.

His Britannic Majesty further engages to permit the subjects of His Most Christian Majesty in India, to continue their residence and commerce so long as they shall conduct themselves peaceably, and shall do nothing contrary to the laws and regulations of the Government.

Sa Majesté Britannique s'engage en outre à accorder aux sujets de Sa Majesté Très-Chrétienne dans l'Inde, la permission d'y continuer leur résidence et leur commerce aussi longtemps qu'ils s'y conduiront paisiblement et qu'ils ne feront rien contre les lois et les réglemens du Gouvernement.

But in case their conduct should render them suspected, and the British Government should judge it necessary to order them to quit India, they shall be allowed the period of six months to retire with their effects and property to France, or to any other country they may choose.

Mais dans le cas où leur conduite les rendoit suspets, et où le Gouvernement Anglais jugerait nécessaire de leur ordonner de quitter l'Inde, il leur sera accordé à cet effet un délai de six mois pour se retirer avec leurs effets et leurs pro-

priétés, soit en France, soit dans tel autre pays qu'ils choisiraient.

At the same time it is to be understood that this favour is not to be extended to those who may act contrary to the laws and regulations of the British Government.

Il est bién entendu en même temps que cette faveur ne sera pas étendu à ceux qui pourraient avoir agi contre les lois et les réglemens du Gouvernement Britannique.

9. All Europeans and others whosoever, against whom judicial proceedings shall be instituted within the limits of the said settlements or factories belonging to His Most Christian Majesty, for offences committed or for debts contracted within the said limits, and who shall take refuge out of the same, shall be delivered up to the chiefs of the said settlements and factories and all Europeans and others whosoever, against whom judicial proceedings as aforesaid shall be instituted, without the said limits, and who shall take refuge within the same, shall be delivered up by the chiefs of the said settlements and factories upon demand being made of them by the British Government.

9. Tous les Européens, ou autres quelconques, contre qui il sera procédé en justice dans les limites des dits établissemens ou factories appartenant à Sa Majesté Très-Chrétienne, pour des offenses commises ou des dettes contractées dans les dites limites, et qui prendront réfuge hors des mêmes limites, seront délivrés aux chefs des dits établissemens et factories; et tous les Européens ou autres quelconques contre qui il sera procédé en justice, hors des dites limites, et qui se réfugieront dans ces mêmes limites, seront délivrés par les chefs des dits établissemens et factories sur la demande qui en sera faite par le Gouvernement Anglais.

10. For the purpose of rendering this agreement permanent, the high Contracting Parties hereby engage that no alteration shall be made in the conditions and stipulations in the foregoing Articles without the mutual consent of His Majesty the King of the United Kingdom of Great Britain and Ireland, and of His Most Christian Majesty.

10. Afin de rendre la présente Convention permanente, les hautes Parties Contractantes s'engagent à n'apporter aucun changement aux Articles stipulés ci-dessus, sans le consentment mutuel de Sa Majesté le Roi du Royaume Uni de la Grande Bretagne et de l'Irlande, et de Sa Majesté Très-Chrétienne.

11. The present Convention shall be ratified, and the ratifications shall be exchanged at London in the space of one month from the date hereof, or sooner if possible.

11. La présente Convention sera ratifiée et les ratifications en seront échangées à Londres dans l'espace d'un mois, ou plutôt si faire se peut.

In witness whereof the respective Plenipotentiaries have signed it, and

En foi de quoi, les Plénipotentiares respectifs l'ont signée, et y

have thereunto affixed the seals of their arms.

Done at London, this 7th day of March, in the year of our Lord 1815.

BUCKINGHAMSHIRE,

LE COMTE DE LA CHATRE.

ont apposé le cachet de leurs armes.

Fait à Londres, le 7 Mars, l'an de Grâce, 1815.

BUCKINGHAMSHIRE,

LE COMTE DE LA CHATRE.

No. LXIII.

CONVENTION between the GOVERNMENTS of MADRAS and PONDICHERRY, signed at PONDICHERRY on the thirteenth day of May 1818.

With a view to carry into full and complete effect the object of those terms of the convention between Great Britain and France, signed at London on the 7th of March 1815, which regard the trade in salt throughout the British Sovereignty in India, the following articles have been agreed upon by His Excellency André Julien Count Du Puy, Peer of France, Great Officer of the Royal Order of the Legion of Honor, and Mr. Joseph François Dayot, Chevalier of the said Order, Administrators General of the French Establishments in India, and Captain James Stuart Fraser, Commissioner on the part of the British Government, for conducting the transfer of such of those Possessions as have heretofore been dependent upon the presidency of Fort St. George.

ARTICLE 1.

The manufacture of salt shall cease throughout the whole of the French Establishments in India during the con-

CONVENTION passée entre le Gouvernement de Pondichery et celui de Madras, signée à Pondichery le 13 Mai 1818.

Dans la vue d'assurer une pleine et entière exécution aux termes de la convention entre la France et la Grande Bretagne, signée à Londres le 7 Mars 1815, lesquels sont relatifs au commerce du sel dans la souveraineté Anglaise de l'Inde les articles suivans ont été convenus d'une part, par Son Excellence André Julien, Comte Du Puy, Pair de France, Grand officier de l'ordre royal de la Légion d'Honneur et M. Joseph François Dayot, Chevalier du même Ordre, Administrateurs Généraux des Etablissements Français dans l'Inde, et de l'autre, le Capitaine James Stuart Fraser, Commissaire nommé par le Gouvernement Britannique pour la remise des possessions Françaises qui se trouvaient dans la dépendance de la présidence du Fort St. George.

ARTICLE 1er.

Toutes les salines situées dans les Etablissements Français de l'Inde, cesseront de faire du sel

tinuance of the Honorable Company's present charter.

pendant la durée de la présente charte de l'Honorable Compagnie.

ARTICLE 2.

The French Government guarantee the strict observance of the above stipulation, and the further adoption of all such measures as depend upon them for insuring the effectual prevention of the contraband trade in salt.

ARTICLE 2.

Le Gouvernement Français garantit la stricte observation de la stipulation ci-dessus et l'adoption ultérieure de toutes les mesures qui seront en son pouvoir pour assurer la prohibition effectuelle de la contrebande du sel.

ARTICLE 3.

The Madras Government engages to pay to the French Government as an indemnification to the proprietors of the salt pans the sum of four thousand Star Pagodas per annum during the continuance of the Honorable Company's presentt charter if this convention be ultimately ratified.

ARTICLE 3.

Le Gouvernement de Madras s'engage à payer au Gouvernement Français comme une indemnité pour les propriétaires des salines, la somme de quatre mille pagodes à l'étoile par an, pendant la durée de la présente charte de l'Honorable Compagnie, si cette convention est ultérieurement ratifiée.

ARTICLE 4.

The above stipulated sum of four thousand Star Pagodas per annum shall be paid by quarterly instalments, and be considered to have commenced from the 1st of January last.

ARTICLE 4.

La somme ci-dessus stipulée de quatre mille pagodes à l'étoile par année, sera payée par quartier, et sera considérée comme ayant commencée du 1er Janvier dernier.

ARTICLE 5.

The Madras Government engages, independently of further confirmation, to pay the sum of four thousand Star Pagodas to the French Government for one year from the 1st of January last, and to continue to fulfil the same engagement until the determination of the Supreme Government or eventually of the authorities in Europe shall be officially notified to the French Government in India.

ARTICLE 5.

Le Gouvernement de Madras s'engage, indépendamment de la confirmation ultérieure, à payer la somme de quatre mille pagodes à l'étoile au Gouvernement Français pour une année, à dater du 1er Janvier dernier et à continuer à remplir le même engagement jusqu' à ce que la détermination du Gouvernement Suprème, ou, s'il y a lieu, celle des autorités en Europe, soit officiellement notifiée au Gouvernement Français de l'Inde.

ARTICLE 6.

The British Government engages to deliver such a quantity of salt as shall be requisite for the domestic use and consumption of the inhabitants of the French Settlements in India, the purchase, delivery, and subsequent sale of the said quantity being regulated according to the stipulations contained in Articles 1st, 2nd, and 4th of the convention of the 7th March 1815.

ARTICLE 6.

Le Gouvernement Anglais s'engage à délivrer telle quantité de sel qui sera requise pour l'usage domestique et la consommation des habitants des Etablissemens Français dans l'Inde, l'achat, la livraison, et la vente subsequente de la dite quantité seront règlés conformément aux stipulations contenues dans les articles 1, 2 et 4 de la convention du 7 Mars 1815.

ARTICLE 7.

The present convention shall be ratified and exchanged with the least possible delay.

Done at Pondicherry this thirteenth day of May in the year of our Lord one thousand eight hundred and eighteen.

ARTICLE 7.

La présente convention sera ratifiée dans le plus court délai possible.

Fait à Pondichery le treize Mai, mil huit cent dix-huit.

LE CT. DU PUY.

T. DAYOT.

JAMES STUART FRASER.

Ratified by the Government of Fort St. George according to the terms of the fifth Article this twenty-third day of May in the year of our Lord one thousand eight hundred and eighteen.

H. ELLIOT.

R. FULLERTON.

ROBERT ALEXANDER.

By the Right Honorable the Governor in Council.

G. STRACHEY,

Chief Secretary.

No. LXIV.

CONVENTION between the GOVERNMENTS of MADRAS and PONDICHERRY for the RENEWAL of the CONVENTION of 13th May 1818.

Concluded between His Excellency the Marquis de Saint Simon, Major-General, Peer of France, Great Officer of the Royal Order of the Legion of Honor, Governor of the French Establishments in India, and John Dent, Esquire, Principal Collector of the Southern Division of Arcot.

CONVENTION passeé entre le GOUVERNEMENT de PONDICHERY et celui de MADRAS pour le RENOUVELLEMENT de celle du 13 Mai 1818.

Entre Monsieur le Marquis de Saint Simon, Pair de France, Grand Officier de l'ordre royal de la Légion d'Honneur, Maréchal des Camps et Armées du Roi, Gouverneur des Etablissemens Français de l'Inde, et John Dent, Esquire, Collecteur Principal de la division du Sud d'Arcat, à été convenu ce qui suit.

ARTICLE 1ST.

The whole of the salt pans situated throughout the French Establishments in India shall continue in a state of inactivity as heretofore.

ARTICLE 1ER.

Toutes les salines situées dans les Etablissemens Français de l'Inde continueront à être en inactivité comme par le passé.

ARTICLE 2ND.

The French Government guarantee the strict observance of the above stipulation and the further adoption of all such measures as depend upon them for insuring the effectual prevention of the contraband trade in salt.

ARTICLE 2.

Le Gouvernement Français garantit la stricte observation de la stipulation ci-dessus et l'adoption ultérieure de toutes les mesures qui seront en son pouvoir pour assurer la prohibition efficace de la contrebande du sel.

ARTICLE 3RD.

The Madras Government engages to pay to the French Government as an indemnification to the proprietors of the salt pans the sum of four thousand Star Pagodas per annum.

ARTICLE 3.

Le Gouvernement de Madras s'engage à payer au Gouvernement Français comme une indemnité pour les propriétaires des salines, la somme de quatre mille pagodes à l'étoile par année.

ARTICLE 4TH.

The above stipulated sum of four thousand Star Pagodas per annum shall be paid by quarterly instalments.

ARTICLE 4.

La somme stipulée ci-dessus de quatre mille pagodes à l'étoile par année sera payée par quartier.

ARTICLE 5TH.

The British Government engages to deliver such quantity of salt as shall be requisite for the domestic use and consumption of the inhabitants of the French Settlements in India, the purchase, delivery and subsequent sale of the said quantity being regulated according to the stipulations contained in the convention of the 7th March 1815.

ARTICLE 5.

Le Gouvernement Anglais s'engage à délivrer telle quantité de sel qui sera requise pour l'usage domestique et la consommation des habitans des Etablissemens Français dans l'Inde, l'achat, la livraison et la vente de la dite quantité seront règlés conformément aux stipulations convenues dans la convention du 7 Mars 1815.

ARTICLE 6TH.

The expenses incurred for the transport of salt having been hitherto borne equally by the English and French Governments, it is agreed that they shall continue to be so during the present convention.

ARTICLE 6.

Les dépenses faites pour le transport du sel ayant toujours été supportées par moitié par le Gouvernement Français et par le Gouvernement Anglais, il est bien entendu qu'il en sera de même pendant la durée de la présente convention.

ARTICLE 7TH.

It shall be optional with either the English or French Government to withdraw from the present convention on giving twelve months' previous notice.

ARTICLE 7.

Il sera facultatif soit au Gouvernement Anglais, Français de faire cesser la présente convention en donnant avis douze mois à avance.

ARTICLE 8TH.

The present convention shall be ratified with the least possible delay.

Done at Pondicherry this first day of June in the year of our Lord one thousand eight hundred and thirty-seven.

ARTICLE 8.

La présente convention sera ratifiée dans le plus court délai.

Fait à Pondichéry le 1er Juin 1837.

J. DENT,
Principal Collector.

le GAL SAINT SIMON.

Ratified by the Government of Fort St. George this eighteenth day of July in the year of our Lord one thousand eight hundred and thirty-seven.

(By the Right Honorable the Governor in Council.)

ELPHINSTONE.

T. MAITLAND.

J. SULLIVAN.

S. B. MURRAY,
Chief Secretary.

No. LXV.

DEED of TRANSFER of DUTCH POSSESSIONS on COROMANDEL COAST to the BRITISH GOVERNMENT,—1825.

Whereas by the 8th Article of a Treaty between His Majesty the King of the United Kingdom of Great Britain and Ireland and His Majesty the King of the Netherlands concluded at London on the 17th day of March in the year of our Lord one thousand eight hundred and twenty-four, His Netherland Majesty cedes to His Britannic Majesty all his establishments on the Continent of India and renounces all privileges and exemptions enjoyed or claimed in virtue of those establishments; and Whereas Henry François Vonsohsten, Esq., has been appointed by His Excellency the Governor-General of Netherland India Commissioner to deliver up the Netherland establishments on the Coast of Coromandel, and Lieutenant-Colonel James Stuart Fraser appointed by the Honorable the Governor in Council of Fort St. George Commissioner to receive possession of the said establishments.

Now be it known that I, Henry François Vonsohsten, do hereby declare to have delivered up on the 1st June 1825, in the name and on behalf of His Majesty the King of the Netherlands, to Lieutenant-Colonel James Stuart Fraser, Commissioner on the part of the British Government, the Netherland establishments at Sadras, Pulicat, Palicole, Jaggernaikpooram, Bimlipatam, Porto Novo, Keelkarray, Tuticorin, and Cape Comorin, with their several dependencies; and I, James Stuart Fraser, do hereby acknowledge to have received on the 1st June 1825, for and on behalf of His Britannic Majesty, from the said Henry François Vonsohsten, Esq., the Netherland establishments as aforesaid with their several dependencies.

In testimony whereof we the respective Commissioners have hereunto subscribed our Names and affixed our Seals at Sadras this Eighteenth day of August in the year of our Lord One thousand Eight hundred and Twenty-five.

J. S. FRASER, *Lieut.-Col.*,
British Commissioner.

H. F. VONSOHSTEN,
De Nederland Commissioner.

PART II.

Treaties, Engagements and Sanads

relating to the

States

in Political Relations

with the

Government of India

through the

Agent to the Governor-General, Madras States.

INTRODUCTION.

IN October 1923 the States in this Agency were brought into direct relations with the Government of India through the Agent to the Governor-General, Madras States.

The Madras States, taken in the order of their size, importance and population, are Travancore, Cochin, Pudukkottai, Banganapalle and Sandur. The Ruler of Banganapalle is a Muslim and those of the other four States Hindus. In the States of Travancore, Cochin, Banganapalle and Sandur the administration is carried on by a Dewan, who is the Ruler's Chief Minister; but in Pudukkottai, during the minority of the present Ruler, the administration is being carried on by a Council of Administration subject to the direct control of the Agent to the Governor-General, Madras States. In Sandur also, during the minority of the Ruler, the administration is carried on by the Dewan under the supervision of the Agent to the Governor-General. There are Legislative Councils in Travancore, Cochin and Pudukkottai; while in Banganapalle and Sandur such of the British Enactments as are found necessary are introduced *mutatis mutandis* by a notification issued by the Minister.

Travancore and Cochin have their own local postage known as Anchal, and Travancore has a separate currency. The other three States have adopted British Indian postage and currency.

Travancore, Cochin and Pudukkottai are traversed by branches of the South Indian Railway system. There are no railways in Banganapalle and Sandur, except a loop of the Madras and Southern Mahratta system which traverses the outskirts of Sandur.

I.—TRAVANCORE.

The English first settled in Travancore in 1684, at Anjengo. At this time the country was divided into a number of small Chiefships, which were gradually brought under the authority of the Rajas of Travancore, their conquest being completed by Martanda Varma, who ascended the *masnad* in 1729. He dedicated the country to Sri Padmanabha, the guardian deity of the land, and was the first to assume the title of Sri Padmanabha Dasa, now the titular name of the ruling family.

In 1756 the Travancore State gave considerable indirect assistance to the British in the Madura and Tinnevelly campaigns. Martanda Varma died in 1758 and was succeeded by his nephew Vanji Pala Rama Varma. During the wars with Haidar Ali and Tipu Sultan, the British invariably found him a steadfast ally, and he was included in the Treaty of 1784 (*see* Vol. IX, Mysore, No. VI) between the East India Company and Tipu.

In 1788, being threatened by Tipu, the Raja entered into an Agreement (No. I) to allow two battalions of sepoys to be stationed on his frontier. In 1789 Tipu attacked the Raja and cruelly devastated the Travancore State. In consequence of this attack on one of their allies, the British Government declared war on Tipu: and, on the conclusion of peace in 1792, Tipu was compelled to restore all that he had wrested from the Raja of Travancore.

Pepper of the kind which is produced in large quantities on the Malabar Coast had, from the earliest times of the Company's trade, formed one of the chief articles of export from Travancore. In 1793 the Raja entered into an Agreement (No. II), known as the Pepper Contract, to supply a large quantity of pepper to the Bombay Government for ten years, in return for arms and European goods.

In 1795 the Company concluded (No. III) a Treaty and a Temporary Engagement, the latter as a rule of guidance pending ratification of the Treaty by the Court of Directors, which took place in 1797. By this Treaty the Raja undertook to pay an annual subsidy adequate to maintain three battalions of sepoys, together with a company of European artillery and two companies of lascars, to be always stationed, if he so desired, in his country or on the frontiers near it, or in any other district within the Company's possessions that he should prefer.

Vanji Pala Rama Varma was succeeded in 1799 by Rama Varma Perumal, with whom a Treaty (No. IV) was concluded in 1805. Under this he agreed to pay annually, in addition to the subsidy, a sum sufficient to maintain one more regiment of the East India Company's native infantry; and, in case an additional force should be required for the defence of his territory against attack or invasion, to contribute such a

sum as should appear to bear a just and reasonable proportion to his net revenues. It was further agreed that, in case the Governor-General in Council should consider that there were grounds for apprehending failure of funds to defray the expense of the permanent military force, or the extraordinary charges that might arise under the terms of the treaty, the British Government should have power either to introduce at their discretion such regulations and ordinances as might be deemed expedient for the internal management of the country, or to assume the direct management of such part or parts of the Raja's territories as might appear necessary to render such funds efficient and available in time of either war or peace. It was, however, stipulated that the Raja's actual receipts from his territorial revenues should not be less than two lakhs of rupees, together with one-fifth of the net revenues of the whole of his territories. The Raja at the same time promised always to pay the utmost attention to the advice of the British Government; to hold no communication with any foreign State; and to allow no European foreigner to join his service, or to remain within his territories, without the previous sanction of the British Government. Eventually, the subsidy payable by the Travancore State was definitely fixed at Rs. 7,96,430 per annum. This amount included a sum of Rs. 13,319-8 a year, paid by the Travancore State to the British Government as the equivalent of the peshkash and nazarana* which the Raja had agreed to pay to the Nawab of the Carnatic in 1764.

* Translation of the Muchalkas and Kaulnama by which the Raja offered, and the Nawab accepted, this peshkash and nazarana.

First Muchalka.—Whereas I, Rama Raja, Zamindar of Malabar, in the Carnatic Payanghat, do repent of, and hereby own, all my former errors and declare upon the oath of my religion to the Sarkar of Hazrat Nawab Wallajah, Amir-ul-Hind, Umdat-ul-Mulk, Suraj-ud-Daula, Anvar-ud-din Khan Bahadur, Mansur Jang, that, hereafter I shall never proceed against your wish in any manner whatsoever, that I shall ever with zeal maintain due obedience to your orders, that I shall afford every assistance in the affair of Tinnevelly and Madura, and that I shall besides send my select troops whenever they may be required by you for punishing Bahadur Naik without making any excuse; as the Taluk of Kalakad, etc., had not belonged to me I shall never claim it in any manner whatever; that with the exception of the villages of Shenkotta, I shall never encroach on any other ground even to the extent of one span beyond the boundary walls; that I shall permit the merchants of Tinnevelly to pass and repass through the ghats of Shenkatta and Arnenkavu; that I shall always consider the enemies of the Sarkar as my enemies and the Sarkar's friends as my friends; and that I agree to pay, without failure, the sum of two lakhs of Trewapur Rupees in cash, of which Rupees 1,50,000 on account of the former treaty, and Rupees 50,000 on account of the plunder committed in Kalakad, which amount shall be paid to your Sarkar through the shop of Manekji Panditha and Nalakunda Thakur residing at the Port of Madras and receipts obtained for the same. Independent of this I shall annually pay the amount for Shenkotta and the Pagoda of Cape Comorin, together with the fixed peshkash exclusive of Darbar charges according to Mamul formerly observed during the time of the Rajas of Trichinopoly; that I shall, without making any pretext of delay, be zealous and attentive in every business of your Sarkar according to what I have written above, and that in like manner my successors will behave themselves to Nawab Umdat-ul-Umara Bahadur and your other children. Of my own free-will and upon the oath of Padmanabha, my charity and my religion, I have written and given these few words, that I may never on any account whatsoever deviate from the same, and that this be considered as a Sanad in future, dated the 11th Rajab, 1180 Hijri.

The administration of Rama Varma Perumal was a period of much confusion. In 1809 on insurrection broke out, which was put down by a British force. The State was required to defray the expense incurred by the British Government in this expedition, and a brigade was left at Quilon as a subsidiary force, agreeably to the Treaty of 1795. The debts thus incurred were tardily discharged, and the British Government were about to assume the internal administration of the country, as the only means of ensuring their satisfactory settlement, when the Raja died in 1810.

He was succeeded by Lakshmi Rani who, according to the peculiar custom of the family of Travancore, assumed charge of the government until a male heir was born. She held it until 1814, during which time the British Resident, Colonel Munro, acted also as Minister, and by his judicious measures completely retrieved the condition of the State.

The laws which govern the succession to the Travancore State are very peculiar. The descent is in the female line, according to the Marumakkathayam system of inheritance prevailing on the Malabar

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Second Muchalka.—Whereas I, Rama Raja, Zamindar of Malabar, in the Carnatic Payanghat, do hereby promise that the peshkash payable by your servant according to Mamul, *viz.*, 4,000 Tirmakuli Chakras and a large elephant with tusks fit for your Sawari, independent of the established Darbar charges, shall, without excuse and deferring, be annually delivered from Fasli 1176 to the Sarkar of Hazrat Nawab Wallajah, Amir-ul-Hind, Umdat-ul-Mulk, Suraj-ud-Daula, Anvar-ud-din Khan Bahadur, Mansur Jang, Sipah Sardar, and should any difference appear in the payment of this peshkash according to my promise, I shall make good the same on its being proved, and pay to the Sarkar any fine that may in consequence be imposed upon me without objection. I have written and given these few words in the form of a muchalka to be in future considered as a Sanad, dated 11th Rajab, 1180 Hijri.

Third Muchalka.—Whereas you were pleased in consideration of the promise made by me of continual fidelity and submission in your service, to make over to me the villages of Shenkotta, in the district of Tinnevelly, of the Trichinopoly Amil, belonging to the Carnatic Payanghat, in the Suba of Arcot, on payment of 3,000 Madura white Chakras according to Mamul, I, Rama Raja, Zamindar of Malabar in the Carnatic Payanghat, do hereby agree and promise in writing that I shall annually pay the above-mentioned sum to your Sarkar independent of Darbar charges by three equal kists agreeably to ancient custom. I have, therefore, written and given these few words in the form of a muchalka to be in future considered as a Sanad, dated 11th Rajab, 1180 Hijri.

Fourth Muchalka.—Whereas you were pleased, in consideration of the promise made by me of continual fidelity and submission in your service, to make over to me the Pagoda of Cape Comorin, in the District of Tinnevelly, of the Trichinopoly Amil, belonging to the Carnatic Payanghat, in the Suba of Arcot, on the regular payment of 700 Madura Chakras in cash as nazarana, I, Rama Raja, Zamindar of Malabar, do therefore agree and promise in writing that the amount of the nazarana shall annually be paid to your Sarkar by three equal kists without any excuse. I have written and given these few words in the form of a muchalka to be considered as a Sanad in future, dated 11th Rajab, 1180 Hijri.

Fifth Muchalka.—Whereas I, Rama Raja, Zamindar of Malabar in the Carnatic Payanghat, do hereby promise in writing, that I shall not permit now or at any future time the Sarkar's adversaries or any one of the Palegars, etc., of the districts of Tinnevelly or Madura, to take residence within my territory, nor protect any of them in any manner whatsoever, and that I shall ever maintain the promise of alliance formerly concluded between me and the British Government, which I shall never violate upon any account whatsoever. I have written and given these few words in the form of a kararnama or muchalka to be in future considered as a Sanad, dated 15th Rajab, 1180 Hijri.

Coast, under which all females and the sons of all females descended from a common ancestress, but not the wife or the issue of any sons, form an undivided taravad (clan), and the males succeed to the management of the family properties in order of seniority in age, to the exclusion of all females, except in the event of the failure or permanent incapacity of all heirs male, when the females succeed, also in order of seniority. Thus, on the death of a Ruler, the sovereignty passes, not to his sons, who can in no case inherit, but to the next eligible member of the Marumakkathayam family to which the Raja belonged. Hence the only adoptions which are performed by the Rulers of Travancore are, not of males to supply the place of sons of their own body, but of females through whom the line must be continued. Any failure in the female descent requires the selection and adoption of two or more females from the immediate relatives of the family who reside at certain places in Travancore. The female members of the ruling house, and those so adopted, are alike designated the Tamburattis or Ranis of Attingal*: by the laws and usages of Travancore, they are assigned a distinguished rank as alone entitled to give heirs to the State, and enjoy

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Kaulnama in the name of the noble Rama Raja, Zamindar of Malabar, in the Carnatic Payanghat.

Whereas, in consequence of the arrival of the five sealed muchalkas from you professing continual friendship and obedience on your part to my Sarkar, declaring that you will not on any account claim the Taluk of Kalakad, etc., and that you will render any assistance that may be in your power to the taluks of Tinnevelly and Madura, and promising to send troops at my call for the punishment of rebels, and containing also other professions of fidelity and good-will, which are inserted on the back of the parwana, I have graciously pardoned all your past errors, and have agreeably to your request consented to receive the full sum of two lakhs of Trewapur Rupees in cash on account of the former treaty and the plunder committed in the Kalakad taluk. As you agree to pay the annual nazarana according to Mamul, I am pleased to make over to you the villages of Shenkotta and the Pagoda of Cape Comorin, agreeably to your long cherished desire, and hope that you will duly appreciate the favour thus done to you, and evince your sense of it by an increased obedience and service on your part to my Sarkar agreeably to your muchalkas, and that you will pay to me regularly the annual sums on account of the villages of Shenkotta and the Pagoda of Cape Comorin, together with the established peshkash, and remain contented; for you must be aware that as long as you shall continue firm in your promise of submission and fidelity to the Sarkar you will experience the favour of the Husur.

Dated the 11th Rajab, 1180 Hijri.

Wallajah,
Amir-ul-Hind,
Umdat-ul-Mulk, Suraj-
ud-Daula, Anver-ud-
din Khan Bahadur,
Mansur Jang, Sipah
Sardar, Fidvi Shah
Alam Padshah
Ghazi, 1179.

BIAZ.

* So styled because, on the formal amalgamation of the Attingal State with the Travancore State in 1729-30, the succession to the Travancore *masnad* was restricted to the offspring of the Attingal Ranis.

many important privileges. The Senior Rani is entitled to the style of Her Highness.

Such an adoption occurred in 1789, when two sisters were selected and adopted as Ranis of Attingal. The line of the younger sister became extinct with the death of her only daughter in 1853, and that of the elder sister in 1857, when the last female descendant in that line (daughter's daughter's daughter of the original adoptee), died leaving two sons, one of whom was the late Maharaja. Although, after his death, the State would devolve successively on his four nephews and two grand-nephews, the line, unless recruited by the adoption of Tamburattis as before, would have become extinct on the death of the last survivor. In these circumstances, the Ruler, who had in 1862 been granted an Adoption Sanad (No. V), intimated to the Resident that, in strict conformity with former usage and precedents, he proposed to bring in two of the most eligible female members from among his relations as Senior and Junior Ranis. Two ladies were accordingly adopted with the sanction of the British Government. The Senior Rani had no issue. The Junior Rani gave birth to four sons, all of whom died. In 1900 it was found necessary to secure the continuance of the ruling line by a fresh adoption: and, according to custom and usage, and with the sanction of the British Government, two girls of the Mavalikara family were adopted and, on the demise of the Senior Rani in 1901, they became the Senior and Junior Rani respectively. The present Maharaja is the son of the Junior Rani.

In 1814 Lakshmi Rani was succeeded by her eldest son, during whose minority the State was managed by her sister as Regent, under the advice of the Resident. The young Raja was formally installed in 1829. He died in 1846 and was succeeded by his brother Martanda Varma, who died in 1860. The State then passed to his second nephew, Rama Varma, whose elder brother was set aside on account of imbecility.

In 1861 the Madras Government proposed the removal of certain fiscal restrictions in Travancore. By Act VI of 1848 the coasting trade of British India had been freed from all duties; but Travancore, as an Indian State, did not come within the scope of the enactment, and consequently the produce of Travancore, when landed at British ports, was charged with import duty as being foreign goods. Similarly, the produce of British India, when exported to the ports of Travancore, was charged with export duty. The same rules hampered the trade in goods passing the land frontier, though on some lines the duties had been mutually abandoned. The Maharaja on his part levied customs duties on imports from, and exports to, British ports.

After some negotiation the Travancore State agreed in 1865 (No. VI) to give up all import duties on British Indian produce, with the

exception of tobacco, opium, salt and spirits; but claimed, in the form of a guarantee or drawback, the revenues realised in British Indian ports on foreign produce re-exported to Travancore. This was estimated to amount to about Rs. 40,000, but it was understood that it might be gradually reduced as the direct trade of Travancore increased. The Darbar also agreed to reduce its export duty to 5 per cent. *ad valorem* on all articles except pepper, dried betel-nut and timber. The duty on pepper and dried betel-nut was retained at Rs. 15 per candy, and on timber at 10 per cent. *ad valorem.* The Darbar also consented to reduce the duty on tobacco to the extent of Rs. 1,00,000 a year.

In 1866 the Ruler of Travancore received a Sanad (No. VII) granting him the privilege of being addressed by the title of Maharaja in all communications from the British Government.

In 1867 the Ruler of Travancore was granted a permanent salute of 19 guns.

In 1871 a question arose relative to criminal jurisdiction over European British subjects in Travancore, which was claimed by the Travancore Darbar both as an inherent right of sovereignty and also as having been admitted by the British Government in 1837, when Europeans, living in Travancore and not being servants of the British Government, were declared to be subject to the laws of that State. The Darbar was informed that, having regard both to the position of the British Government as the paramount power in India and to its treaty engagements with Travancore, the position assumed by the State could not be recognised. When the jurisdiction of Travancore was recognised in 1837, there were difficulties in the way of trying in British courts European British subjects, other than servants of Government, for offences committed in Indian States. These difficulties had subsequently been removed by legislation, and the alteration of the law required some corresponding alteration in the hitherto prevailing practice.

The Darbar, however, further argued that any modification of British laws could not affect its sovereign jurisdiction, and urged other considerations in support of its position. Finally, in consideration of special circumstances affecting Travancore and Cochin, and more particularly of the efforts made by those States to conduct their judicial administration on enlightened principles, the Government of India consented to allow the magistrates of Travancore and Cochin, who might be European British subjects and Christians, to exercise over European British subjects in those States, subject to such control as the Resident had hitherto exercised and such advice as he was empowered by treaty to offer, the same jurisdiction as might be exercised over them in British territory by magistrates of the first class and justices of the peace. Under the

same conditions the necessary powers were conferred on magistrates of Travancore and Cochin to enable them to commit to the High Court at Madras such cases as in British territory are beyond the jurisdiction of European British subjects who are magistrates of the first class and justices of the peace. These arrangements were declared to be subject to revision, if at any time the European magistrates of Travancore and Cochin failed to give satisfaction to the British Government. It was also provided that certain magistrates, specified by name, should try cases which may be dealt with entirely by magistrates, and that appeals should lie from their decisions to certain appellate judges specified by name. Offences which are too grave to be dealt with by magistrates are committed by justices of the peace in Travancore and Cochin to the Agent to the Governor-General for trial, and his decisions are subject to appeal to the High Court at Madras. The gravest class of offences, with which a Court of Session cannot deal, are committed to the High Court at Madras. The Agent to the Governor-General has also discretion to commit to the High Court cases which are committed to him, or which come before him as a justice of the peace.

Rama Varma died in 1880 and was succeeded by his brother, also called Rama Varma, who died in 1885. He was succeeded by his nephew Rama Varma. On both these occasions, as in 1860, the senior heir was passed over on account of mental incapacity.

In connection with the Periyar irrigation project, whereby water is diverted from the river Periyar in the Travancore State into certain Madras districts for irrigation purposes, an Indenture (No. VIII) was made in 1886 between the Maharaja and the Secretary of State, whereby certain territory in the State was leased for 999 years at a yearly rent of Rs. 42,964-13-6. The rent was to be deducted from the tribute payable by the Maharaja to the Governments of India or Madras, and payment of it was not to begin till 12 months after the date on which the waters of the Periyar should have been diverted into British territory.

In 1899 the Maharaja ceded to the British Government full and exclusive power and jurisdiction of every kind over the lands lying within his State, which were, or might thereafter be, occupied by the Shoranur-Cochin Railway (No. IX) and the Tinnevelly-Quilon Railway (the Travancore Branch of the South Indian Railway) (No. X). In 1901 an indenture was made between the Secretary of State and the South Indian Railway Company for the construction and working, among others, of the line connecting Tinnevelly with Quilon. The Darbar have under-written the Secretary of State's guarantee of interest on the debentures for the portion of the line lying in Travancore territory.

In 1900 the Darbar undertook to obtain all opium required for consumption in the State from the Government store houses in the Madras Presidency.

In 1903 the Darbar entered into an agreement with the Hyderabad Government for the mutual waiving of claims on account of expenditure incurred in connection with the subsistence and transit of accused persons and cattle surrendered by the one State to the other. In 1904 a similar arrangement was made with the Madras Government and the States of Mysore, Cochin, Pudukkottai, Banganapalle and Sandur.

Under Article 14 of the Interportal Trade Convention of 1865 (No. VI) the Darbar was entitled to import duty-free salt from Bombay. A slight modification of this arrangement was made in 1901, when the Government of India gave their consent to the Darbar importing 4,000 maunds of salt a year, free of duty, from the Tuticorin factories on certain conditions (No. XI). This amount was increased, for special reasons, to 6,000 maunds for the year 1904-05 only.

In 1910 the Darbar leased (No. XII) to the Secretary of State in perpetuity seven parcels of land, being the premises of the Residency bungalow, office, Assistant Agent's bungalow etc., at Trivandrum, together with all the buildings and erections thereon, for a yearly rent of Rs. 7,200. It was provided that the amount of the rent was liable to enhancement at a specified rate whenever any additions or alterations should be made by the Darbar, at the request of the British Government, in the buildings concerned.

In the same year the Government of India consented, subject to certain conditions, to the import of Jaffna tobacco into Travancore at a lower duty (Rs. 90 per candy) than that prevailing in British India for unmanufactured tobacco imported from foreign countries.

In the same year, the Darbar having agreed to give up the cultivation of ganja within the State and to obtain its supplies from the store houses in the Madras Presidency, the Government of Madras undertook, on certain conditions, to grant a rebate of three-fourths of the duty on ganja purchased by the Darbar from the Madras store houses. The arrangement was to be in force for a period of ten years from the 1st April 1910. In 1920, on the expiry of this stipulated period, the arrangement was revised, and the Darbar was granted a rebate of the whole duty on ganja purchased by the Darbar, a fixed charge of Rs. 3 per seer to cover the cost of supervision, manufacture etc., being deducted therefrom. This arrangement, which was in force for a period of 5 years, was again revised in 1925, and the fixed charge of Rs. 3 was reduced to Rs. 2-8-0, which is to be in force for 5 years from the 1st April 1925.

In 1908 the Government of India sanctioned the construction of a Residency on the Travancore High Range. The building was erected in 1910: and in 1913, by an Indenture (No. XIII) the Darbar leased to the Secretary of State the land on which it was built. This Residency was sold in 1926 to the daughter of the Maharani Regent, under a deed executed in 1927.

In 1913 the Government of Madras agreed, subject to certain conditions, to supply duty-free Tuticorin salt for consumption in the State. In 1914 a wastage allowance not exceeding ¾ per cent. was granted on the total quantity of salt obtained under this concession. In 1920 the terms for the supply of salt were revised.

In 1914 the Darbar and the Secretary of State entered into an Arrangement (No. XIV) for the construction and working of the Quilon-Trivandrum extension of the Tinnevelly-Quilon (Travancore) Railway: and the Maharaja ceded (No. XV) full and exclusive power and jurisdiction of every kind over the lands within the State which were, or might thereafter be, occupied by it. In 1915 an indenture was made between the Secretary of State and the South Indian Railway Company for the construction and working of the extension.

From very early times the right of collecting all rents, customs, profits and produce of all denominations in the two British enclaves of Anjengo and Tangasseri used to be leased out to the Darbar under agreements, the conditions of which varied from time to time. In 1906 a new indenture was made between the Darbar and the Collector of Anjengo, by which the Darbar was given exclusive privileges in respect of the revenue administration of liquor, opium, salt, customs and the ferry of Mirankadavu, for one year, for an aggregate money consideration of Rs. 7,000. In 1907 the indenture was renewed, on the same terms, in the name of the Secretary of State. In 1916 the amount of the Anjengo and Tangasseri lease was raised to Rs. 10,000, and in 1918 the revenues from the Chempavu ferry in Anjengo were also included in the lease and transferred to the Darbar (No. XVI). This indenture is now being renewed annually on these terms.

In 1919, the Darbar having constructed certain new buildings for the Residency Hospital at Trivandrum, the rental of the Residency lease was enhanced (No. XVII) by Rs. 44 per annum.

Maharaja Rama Varma died on the 7th August 1924 and was succeeded by his great-grand-nephew the present Maharaja Rama Varma, elder son of the Junior Rani. During his minority the administration is carried on by the Senior Rani, Setu Lakshmi Bayi, who was proclaimed Regent on the 1st September: and at the same time the title of Maharani was conferred as a personal distinction on both the Senior and Junior Ranis. Consequent on the succession of Maharaja Rama Varma to the *masnad* his younger brother Martanda Varma became the Elaya Raja and heir apparent.

In 1925, as the result of negotiations started in 1919, the Government of India, the Government of Madras and the Darbars of Travancore and Cochin came to an Agreement (No. XVIII) for the development of Cochin Harbour.

In the same year the Government of Madras agreed, on certain conditions, to grant a rebate of the duty which the Darbar had till then been paying on all opium purchased from the store house at Madras. Under the new arrangement a rebate of the whole duty was allowed, a centage of Re. 1 per seer being deducted therefrom to cover the approximate charge incurred by the Madras Government in obtaining and stocking the drug in Madras.

The sale of cocoanut toddy arrack in the State is being carried on, on certain conditions, agreed to between the Darbar and the Madras Government.

In 1927 the Government of India sanctioned the construction, by the Travancore Darbar, of an extension of the Quilon-Trivandrum Railway to the centre of Trivandrum town: and the Darbar executed a Deed (No. XIX) ceding full power and jurisdiction over the lands occupied by this extension. The Memorandum of Terms in regard to the construction of the extension is still under consideration.

In November 1929 an Agreement (received too late for inclusion in the present edition) was concluded with the Darbar for the installation of electricity in the Trivandrum Residency.

The area of the State is 7,625 square miles; the population, according to the Census of 1921, 4,006,062; and the revenue Rs. 2,42,29,000.

The military forces of the State consist (1926) of 60 cavalry, 1,442 infantry, 280 armed police and 30 artillery men with a saluting battery of 6 guns.

Travancore was in the political charge of the Madras Government exercised through the Resident in Travancore and Cochin, until 1923 when it was brought into direct political relations with the Governmen of India through the Agent to the Governor-General, Madras State with headquarters at Trivandrum.

II.—COCHIN.

Tradition dates the history of Cochin, or "Perumpadappu Swaroopam", from the time of the dismemberment of the Perumal's Empire of Kerala, which took place about the fifth Century A.D. The last of that line, familiarly known as the "Cheraman Perumals", divided his Kingdom amongst his nephew and son and his Chief nobles. The nephew, whose name appears to have been Rama Varma, was given the Imperial Crown, now kept in the State Treasury, and the Imperial Capital Tiruvanchikulam, and became the first "Perumpadappu Muppu" or King of Cochin. He was also invested with some sort of all-Kerala supremacy, both temporal and spiritual, vestiges of which remained even so late as the period of the Portuguese.

As in British Malabar and Travancore, the Marumakkathayam law of succession is followed in Cochin. The Ruler of Cochin claims to be the legal heir of the last of the Perumals, and still holds the emblem of Imperial suzerainty in Kerala, which his ancestor the Perumal used to enjoy. He belongs to the Kshatriya caste. The family consisted of five collateral branches, the eldest member of these five branches becoming the "Perumpadappu Muppu" or Raja of Cochin. At one period succession to the throne was limited to a particular branch, the Elaya Tavashi: and this in later days led to internal dissensions. Cochin became the headquarters of the ruling family about the middle of the fourteenth century.

The characteristic feature of the centuries immediately preceding the advent of the Portuguese is the continued enmity between the Raja of Cochin and the Zamorin of Calicut who, originally owing allegiance to the Raja, was desirous of obtaining for himself the all-Kerala suzerainty exercised by Cochin: and it was this more than anything else which led to the waning of the suzerainty of Cochin, and also explains to a certain extent the warm reception that the Portuguese received in Cochin.

The Portuguese landed in Cochin in 1500, when the Raja resolved to do everything possible to help them, and gave them large warehouses at Cochin. Permission was subsequently granted to them to build a factory. Thereupon the Zamorin invaded Cochin, but was easily repulsed by Cochin with the help of the new allies. In return for the services rendered by the Portuguese, the Raja permitted them to build a wooden fort in 1503 and granted them a site not far from his palace in Cochin. This, the first European fort to be built in India, was pulled down in 1506 and a stronger one of stone erected in its stead, with the special permission of the Raja. The Portuguese rendered him valuable help in checking the inroads of the Zamorin and in subduing his turbulent Nobles and Chiefs. In recognition of their services, and to augment

his own revenue, several concessions were granted to them, all calculated to develop the trade of Cochin. The mutual friendship and good-will thus begun continued for well over a century. When, however, the Portuguese grew in power and wealth, they played false to Cochin by espousing the cause of her enemies. This led to the advent of the Dutch.

The legitimate heir to the Cochin *masnad* found that the Portuguese were favouring his enemies. As he was by himself not powerful enough to oust the Portuguese and their allies from his State, he proceeded to Colombo and sought the help of the Dutch, then the most important European power in the East. The Dutch gladly accepted the invitation. The Raja died on his way back to Cochin, bequeathing his unstable *masnad* to his brother Vira Kerala Varma. The united action of Vera Kerala Varma and the Dutch forced the Portuguese to retire from Cochin in 1663, when the Dutch were allowed to occupy Cochin with all the rights and privileges which the Portuguese had been enjoying.

With the help of the Dutch, Vera Kerala Varma forced almost all the Feudatory Chiefs to return to their allegiance to him. The Dutch at first assumed the policy of non-interference. Taking advantage of this the Zamorin marched against Cochin and captured a portion of the territory. The Dutch were therefore forced to alter their policy and render assistance to the Raja. The Zamorin was compelled to restore to Cochin in 1717 the territory then occupied by him and to live in friendship with Cochin.

Cochin was not, however, long allowed to enjoy peace. The "Trippappi Swaroopam" (Travancore), then a minor power in the south, was fast growing in importance under the lead of Raja Martanda Varma. He began to extend his Kingdom northwards by subduing the neighbouring territories and by conquering the adjoining territories of some of the vassals of Cochin who, in the struggle that ensued, received assistance both from the Dutch and from Cochin. The Dutch, however, under the terms of a Treaty concluded in 1753 with the Raja of Travancore, again adopted a policy of non-interference: and this gave the enemies of Cochin their opportunity. The Zamorin attacked from the north and Martanda Varma from the south: and in 1761 the Raja of Cochin concluded a Treaty with Martanda Varma, who undertook to expel the Zamorin. Though the Raja of Travancore did not fully carry out his obligations, certain portions of territory were transferred from Cochin to Travancore as a reward for the services rendered, since the Treaty gave the Raja of Cochin a much needed respite.

In 1766 a new power appeared in Kerala in the person of Haidar Ali, who invaded all the principalities north of Cochin. When he descended on Malabar in 1773, his Commander demanded from Cochin a sum of a lakh of pagodas (about 4 lakhs of rupees) as a subsidy. The

Raja paid but one instalment: and, to enforce further payment, Haidar Ali invaded the northern portion of Cochin in 1776. Cochin surrendered and agreed to remain tributary and subordinate to Haidar Ali, and to pay him an annual tribute: and Haidar Ali's forces were withdrawn. After Haidar Ali's death his son Tipu pursued the same policy and reduced all the Northern Chiefs to submission, though in the early years of his reign he left Cochin unmolested.

The invasion of Travancore had been a long cherished desire of Tipu, and in 1788 he entered into negotiations with the Raja of Cochin who, however, refused his support, with the result that Tipu annexed a large portion of Cochin territory. After Tipu's retreat from Travancore, Rama Varma approached Mr. Powney, the East India Company's Agent in Travancore, with proposals for an alliance with the Company. A Treaty (No. XX) was concluded in 1791, under which Rama Varma agreed to become tributary to the British Government for such portion of his territories as were in the possession of Tipu, and to pay an annual subsidy of one lakh of rupees to the Company. While negotiations for the Treaty were proceeding with Mr. Powney, the Island of Chetwa was leased (No. XXI) to the Raja of Cochin for the year 1791, for a sum of Rs. 40,000. The lease was renewed for two years more, on the same terms, and again for ten years from 1794 (No. XXII) for an annual sum of Rs. 30,000. It was terminated in 1802.

In 1791 some misunderstanding arose between the Dutch and the Raja of Cochin, who prepared for hostilities; but, through the intervention of Mr. Powney, the matter was amicably settled. The Dutch remained in Cochin till 1795, when they capitulated.

In 1792, after the cession of Malabar by Tipu, the East India Company appointed Commissioners to settle the claims of the several Malabar Chiefs. The Raja of Cochin preferred a number of claims under the terms of the Treaty of 1791; but many of these were rejected.

Rama Varma died in 1805 and was succeeded by a name-sake. In 1809 an insurrection took place, directed against the British Resident by the Ministers of Cochin and Travancore. The insurrection failed; but the Raja, who had done his best to prevent it, died a fortnight later, and was succeeded by Vera Kerala Varma, with whom a new Treaty (No. XXIII) was concluded in 1809. Under this Treaty the Raja agreed to pay, in addition to the previous subsidy of one lakh of rupees, an annual sum equal to the cost of one battalion of native infantry, or Rs. 1,76,037; making an annual aggregate payment of Rs. 2,76,037, payable in six equal instalments. The disposal of the subsidy and the nature and distribution of the force were left unreservedly to the British Government. The other provisions of the Treaty were similar to those of the Treaty concluded with the Raja of Travancore in 1805 (*see* No.

IV). The subsidy was subsequently reduced to Rs. 2,40,000, being one half of the Raja's estimated revenue at the time.

In 1812 the State was found to be heavily involved in debt. Colonel Munro, the British Resident, assumed the duties of Diwan in 1812, and in August 1813 his Assistant, Captain Blacker, was nominated as Diwan. During their administration many important and salutary reforms were introduced in every Department of the State, including a Revenue Survey and Settlement. The subsidy was reduced to Rs. 2,00,000, in January 1819.

Vera Kerala Varma died in 1828 and was succeeded by his nephew Rama Varma, who died in 1838. He was succeeded by another of the same name, who died in 1844, and was succeeded by his nephew Rama Varma. He died in 1851, and was succeeded by his brother Vera Kerala Varma, who died in 1853 and was succeeded by his brother Ravi Varma.

In 1862 the Ruler of Cochin received an Adoption Sanad (*see* No. V).

Ravi Varma died in 1864 and was succeeded by his nephew Rama Varma.

In 1865, with a view to the removal of certain fiscal restrictions on trade in Cochin, an arrangement (*see* No. VI), known as the Interportal Trade Convention of 1865, was come to between the British Government and the States of Travancore and Cochin, by which Cochin agreed to abolish all inland chowkeys (Custom houses) and the tobacco monopoly, to adopt the British selling price of salt and to raise the rates of inland depôts so as to place Cochin and British salt on the same footing in the market. As compensation for the resulting loss to Cochin, the British Government agreed to make over to the State a moiety of the customs receipts at the Port of Cochin, and further guaranteed a customs revenue of not less than a lakh of rupees and an import duty of not less than Rs. 10,500. Cochin was also allowed to import salt on the same terms as those on which it was imported into British Indian Ports Till lately Cochin was receiving every year the guaranteed sum of Rs. 1,10,500; but, since the revenue of the Port of Cochin improved, the State has been receiving a moiety of the net customs revenue. No formal agreement has been concluded to this effect.

In 1867 the Ruler of Cochin was granted a permanent salute of 17 guns.

In 1869 a slight adjustment of boundaries was effected (No. XXIV) between the Madras Government and the State.

The Government of India have consented to the exercise of jurisdiction by the Cochin Courts over European British subjects in Cochin in certain cases (*see* Travancore).

Rama Varma died in 1888 and was succeeded by his brother Vera Kerala Varma, who died in 1895 and was succeeded by his cousin Rama Varma.

In 1899 the Raja ceded (No. XXV) full and exclusive power and jurisdiction of every kind over the lands which were, or thereafter might be, occupied by the Shoranur-Cochin State Railway: and in 1901 made an Agreement (No. XXVI) with the Madras Railway Company for the construction, working and maintenance of the railway. On the termination of this Agreement a fresh Agreement (No. XXVII) for the working of the railway was made with the South Indian Railway Company in 1908. This Agreement was slightly modified in 1915.

In 1900 the Darbar undertook to obtain all opium, and in 1901 all ganja, required for consumption in the State, from the Government store houses in the Madras Presidency. The Madras Government sanctioned the supply of ganja to the Darbar at a fixed rate for 5 years from the 1st April 1925, and agreed to grant a rebate of duty on certain terms. The Madras Government have also sanctioned the supply of opium, duty free, with effect from the 1st April 1927.

In 1903 the Darbar entered into an agreement with the Hyderabad Government for the mutual waiving of claims on account of expenditure incurred in connection with the subsistence and transit of accused persons and cattle surrendered by the one State to the other. A similar agreement was made with the Madras Government and the States of Mysore, Travancore, Pudukkottai, Banganapalle and Sandur in 1904.

In 1909 the Darbar leased (No. XXVIII) to the Secretary of State in perpetuity the land, being the premises of the Residency at Bolghotty, together with all the buildings and erections thereon, for a yearly rent of Rs. 6,000.

Owing to advancing age, Raja Rama Varma abdicated on the 7th December 1914, in favour of his cousin the present Maharaja Rama Varma, born on the 6th October 1858.

In 1921 the hereditary title of Maharaja was conferred (No. XXIX) on the Ruler of Cochin.

The most important question that has recently engaged the attention of the Darbar is the improvement of Cochin Harbour. The Madras Government, after making the necessary arrangements for its execution in consultation with the Darbar, considered it advisable to take in the Travancore Darbar as co-partner: and an Agreement (*see* No. XVIII) for the joint working of the scheme was drawn up in 1925, between the Governments of India and Madras and the Darbars of Travancore and Cochin. Terms of settlement were laid down in 1926, relating to the payment by the Cochin Darbar of reclamation charges in connection with the scheme.

The area of Cochin is 1,417¾ square miles; the population, according to the Census of 1921, 979,080; and the revenue, excluding the principality of Cranganur, Rs. 75,38,453.

The Military forces of the State consist (1926) of 16 cavalry, 361 infantry and 11 artillery men with 4 serviceable guns.

Cochin was at first under the control of the Madras Government, but in 1792 was transferred to that of the Government of Bombay. In 1800 it was again placed under the Madras Government, and continued to be so until 1923, when the State was brought into direct political relations with the Government of India, through the Agent to the Governor-General, Madras States.

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III.—PUDUKKOTTAI.

The Pudukkottai State is surrounded by the British districts of Tanjore, Trichinopoly and Ramnad. The British Government has no treaty with the State and the Raja is exempt from tribute.

The first connection of the British Government with this Chief, then usually called Tondaiman, appears to have been formed at the siege of Trichinopoly in 1752, when he assisted the British Army in obtaining supplies. Subsequently he gave aid in the wars with Haidar Ali and in the operations against the rebellious usurpers of the large zamindari of Sivaganga, in the Ramnad district, after the cession of the Carnatic. In 1803 the Chief solicited favourable consideration to a claim to the fort and district of Kilanelli situated in the southern part of Tanjore. He based his claim on a grant by Pratap Singh, Raja of Tanjore, and engagements afterwards entered into by Colonel Braithwaite, General Coote and Lord Macartney, on the faith of which he had re-taken the fort from Haidar Ali. Eventually the Government of Madras granted (No. XXX) to him the fort and district of Kilanelli in 1803. The grant was afterwards confirmed by the Court of Directors, subject to the condition that the district should not be alienated, and that it should revert to the British Government upon proof being given that the inhabitants were subjected to any oppressive system of management. The grant was also made subject to the yearly tribute of an elephant; but this was never insisted upon, and in 1836 was formally remitted.

Raja Vijaya Raghunatha Tondaiman died in 1807, and was succeeded by his son Vijaya Raghunatha Rai Tondaiman, during whose minority the Resident at Tanjore exercised supervision over the affairs of the State. The Raja was placed in charge of the administration about 1817. He died in 1825 and was succeeded by his brother Raghunatha Tondaiman, who died in 1839 and was succeeded by his son Ramchandra Tondaiman. During his minority the administration was at first conducted by the widow of Raghunatha Tondaiman, assisted by two Ministers; but in 1841, in consequence of representations of injustice made by relations of the Raja, the Resident at Tanjore was directed to reside at Pudukkottai as much as possible during the minority, and to superintend and control the administration, the conduct of which was to be entrusted, as before, to the Ministers of the Raja.

In the same year the Residency at Tanjore was abolished, and the Political charge of Pudukottai was entrusted to the Collector of Madura.

After Ramchandra Tondaiman had attained his majority, the Government of Madras were obliged to warn him against his reckless course of living, and interposed to check his expenditure. They also temporarily withdrew from the Raja the style of " His Excellency ", which

In 1924 both the Representative Assembly and the Legislative Advisory Council, which had been created in 1902 and 1914 respectively, were abolished and a single body called the Legislative Council was formed.

In 1927 the Darbar executed a Deed (No. XXXII) ceding full and exclusive jurisdiction of every kind over the lands in the State which were, or might thereafter be, occupied by the Arantangi-Manamadurai and Trichinopoly-Karaikkudi branches of the South Indian Railway.

Raja Martanda Bhairava Tondaiman Bahadur died at Paris on the 28th May 1928, and in October of the same year Rajagopal Tondaiman, a collateral, was selected to succeed him. The new Ruler being a minor of six years of age, the administration is carried on by a Council of Administration consisting of three members (a President, a Dewan and the Chief Judge) under the direct control of the Agent to the Governor-General, Madras States..

The area of the State is 1,179 square miles; the population, according to the Census of 1921, 426,813; and the revenue about twenty-two lakhs of rupees.

The military forces of the State consist (1926) of 19 cavalry, 110 infantry, 102 armed police and 5 artillery men with 9 unserviceable guns.

The Political charge of Pudukkottai was held by the Collector of Madura from 1841 to 1865; by the Collector of Tanjore from 1865 to 1874; and by the Collector of Trichinopoly from 1874 to 1923, when the State was brought into direct political relations with the Government of India through the Agent to the Governor-General, Madras States. The Collector of Trichinopoly continued his connection with the State as *ex-officio* Assistant Agent to the Governor-General until the 1st October 1926, when the Assistant Agency at Trichinopoly was abolished.

IV.—BANGANAPALLE.

From the earliest documentary evidence on record it appears that in 1761 the Nizam appointed Husain Ali Khan as *Kilahdar* and *Faujdar* of Banganapalle. A few years afterwards the country fell under the dominion of Mysore: and a letter in which Tipu, on the death of Husain Ali Khan in 1783, conferred the jagir upon his minor son Ghulam Ali Khan, shows that Husain Ali Khan's possession of the Estate had been recognised by Tipu. Soon after 1783, however, Tipu ordered the confiscation of the jagir. Some seven years afterwards, according to the family traditions, Ghulam Ali Khan and his uncle, Asad Ali Khan, defeated Tipu's deputy and regained possession of Banganapalle. From certain correspondence of 1800 it appears that Asad Ali Khan (Muzaffar-ul-Mulk) and Ghulam Ali Khan (Mansur-ud-Dowlah) had been recognized by the Nizam as joint jagirdars: and, when Banganapalle was ceded, along with other territories, to the British Government by the Treaty of the 12th October 1800 (*see* Vol. IX Hyderabad, No. X) it was agreed, in accordance with the stipulation of the Nizam, who represented that the jagir was the "sole means of subsistence of a numerous family," to allow Banganapalle to remain in jagir to Muzaffar-ul-Mulk and his family, subject to the paramount authority and control of the East India Company as Sovereigns of the whole of the Nizam's late possessions south of the Tungabhadra and Kistna rivers below their junction.

Whatever had been the precise relations of the jagirdars to the Court of Hyderabad, the British at first neither levied tribute from them, nor, so far as can be ascertained, exercised any authority over them. Indeed the jagirdar, till as late as 1821, seemed to consider himself still dependent on the Nizam. He resided at Hyderabad, and civil and criminal justice in Banganapalle was nearly at an end. Internal government went from bad to worse, and at times shameful disorder prevailed. Finally, in 1831, the jagirdar was himself driven out and took refuge in British territory. These disturbances induced the British Government to decide to resume the jagir in 1832. The Government did not at this time consider that they were pledged to its continuance, and a proclamation notifying the resumption was issued in 1835. From 1835 to 1848 the State was administered by the Madras Government. The stipulation of the Nizam about the continuance of the jagir was, however, brought to notice in 1837, and in 1838 the Court of Directors decided that the Nizam's stipulation entitled the holder of the State to be treated as a hereditary jagirdar, and that the resumption must be cancelled and the jagir restored as soon as it was free from debt.

In 1848 the accounts were closed, and the jagir was restored to Husain Ali Khan, the eldest surviving heir. Husain Ali Khan died before a

sanad confirming the grant could be issued. He was succeeded by his nephew, Ghulam Ali Khan, to whom a Sanad (No. XXXIII) was issued in 1849. This renewed to him and his heirs their former rights and privileges, and conferred power to administer civil and criminal justice, except in cases involving capital punishment. It was further provided that no grants should be made without a written document, distinctly specifying that each alienation should hold good only so long as the jagir should remain in the enjoyment of the grantor. At the same time all frontier duties were abolished.

In 1862 the Ruler of Banganapalle received an Adoption Sanad (No. XXXIV).

Ghulam Ali Khan died in 1868, and his nephew and son-in-law, Saiyid Fateh Ali Khan, was recognised as his successor and was granted a Sanad.

In 1876 the hereditary title of Nawab was conferred (No. XXXV) on the Ruler of Banganapalle.

The manufacture of earth-salt in Banganapalle was stopped in the years 1880 and 1881; the British Government pays the State Rs. 3,000 annually as compensation on this account.

In 1898 the Banganapalle postal system was amalgamated with the Imperial Post.

In 1901 the Nawab agreed to obtain from the Government depôt at Madras all opium required for consumption in the State.

In 1903 a mutual agreement was made between the Nawab and the Hyderabad Government to waive all claims on account of the expenditure incurred in connection with the subsistence and transit of accused persons and cattle surrendered by the one State to the other. A similar arrangement was made with the Madras Government and the States of Mysore, Travancore, Cochin, Pudukottai and Sandur in 1904.

In February 1905, owing to misgovernment, Saiyid Fateh Ali Khan was removed from the direct administration of the State, which was placed under the management of an Assistant Political Agent. In April of the same year Fateh Ali Khan died and was succeeded by his eldest son Saiyid Ghulam Ali Khan, the administration of the State remaining in the hands of the Assistant Political Agent.

In 1905 the Darbar agreed to the suppression of ganja cultivation in the State, in consideration of an annual payment of Rs. 3,060.

In 1906 the Nawab leased to the British Government the entire abkari and opium revenue of the State for a term of years, in consideration of an annual payment of Rs. 27,760.

In 1908 Saiyid Ghulam Ali Khan was formally installed, and received a Sanad (No. XXXVI): and the Assistant Political Agent was withdrawn.

In 1920 the Ruler of Banganapalle was granted a permanent salute of 9 guns.

Saiyid Ghulam Ali Khan died on the 22nd January 1922, and was succeeded by his eldest son the present Nawab Saiyid Fazle Ali Khan, Bahadur, to whom a Sanad (No. XXXVII) was granted in July 1922.

The lease of the abkari and opium revenue of the State, which had been renewed, with certain modifications, in 1909, 1914 and 1919, was again renewed (No. XXXVIII) in 1924.

The area of the State is 275 square miles; the population, according to the Census of 1921, 36,646; and the revenue, including that from excise, about Rs. 3,75,000.

The State was brought into direct political relations with the Government of India in 1923 through the Agent to the Governor-General, Madras States. The Collector of Kurnool acted as *ex-officio* Assistant Agent until the 1st October 1926, when the Assistant Agency at Kurnool was abolished.

V.—SANDUR.

Sandur is a small valley lying between two chains of lofty hills on the west of the town of Bellary. It contains a fort which was built by Haidar Ali and Tipu Sultan, but which is not now kept up.

The Mahratta State of Sandur was founded by Siddoji, the grandson of Malloji Rao Ghorpade, an officer in the service of the Sultan of Bijapur, and formed a part of the possessions of his eldest son, Morari Rao, the Mahratta Chief of Guti. Haidar Ali took Guti from Morari Rao and sent him to Kopaldrug, where he died soon afterwards. Haidar annexed Sandur and began the fort of Krishnanagar which is still standing. It was finished and garrisoned by his son Tipu. Morari Rao's distant cousin and adopted son, Shiva Rao Bapa, fell in battle about 1785, in a vain attempt to turn Tipu's troops out of Sandur, and was succeeded by his son Siddoji, then two years old, under the guardianship of his uncle Venkat Rao. In 1790 Venkat Rao, on behalf of his nephew, with a party of their own adherents and the assistance of the inhabitants of Sandur, expelled the Governor of Tipu's fort and got possession of the place. They were allowed to retain it after the peace in 1792, as part of the ancient inheritance of their family.

Siddoji died without issue in 1796, when his uncle Venkat Rao asked Daulat Rao, the half-brother of Morari Rao, to allow one of his sons to be adopted by Siddoji's widow; but the request was refused. Venkat Rao then made the same request of Yeshwant Rao, who also refused; but said that one of the sons of his younger brother Khandi Rao might be adopted. Khandi Rao consented and his son Shiva Rao succeeded to the jagir in 1799. None of the descendants of Morari Rao ventured to reside in Sandur during the life of Tipu, because they were completely surrounded by his dominions and were afraid of being seized by treachery. But, on the death of Tipu at the fall of Seringapatam in 1799, Venkat Rao and Shiva Rao went to Sandur: and Shiva Rao was jagirdar when the districts of Bellary and Cuddapah were ceded to the British Government.

The Peshwa about the same time issued a sanad, granting Sandur as a jagir to Yeshwant Rao mentioned above. No prominence was given to this sanad until some years after, when Yeshwant Rao sent a copy of it with a letter to Venkat Rao, saying at the same time that he wished to avoid dissensions in their families. Venkat Rao, therefore, sent for Narsingha Rao, the second son of Yeshwant Rao, in 1804, and gave him an allowance of 100 Pagodas monthly. But, as Narsingha Rao attempted to intrigue in his own interests, he was dismissed in 1808; and Shiva Rao continued to hold the Estate as an independent jagirdar until the Mahratta war. The Peshwa indeed always regarded him as a rebellious vassal, and in 1815 unsuccessfully attempted, on pretence of making a pilgrimage to the temple of Kumaraswami, to get possession of the place.

The treaty of Bassein, however, bound the East India Company to assist the Mahrattas in reducing refractory vassals; and Shiva Rao was summoned by General Munro to surrender Sandur, and was promised a jagir of nine thousand rupees in any part of British territory which he might select. Shiva Rao surrendered his fort and valley in 1817. It was at first intended that the territory of Sandur should be annexed to the British dominions; that Shiva Rao should have other territory assigned him, subject to the laws and regulations of the British Government; and that his authority over the inhabitants of his future jagir should be that only of an ordinary zamindar. He was granted as his jagir Hirehalu and eight other villages which he had selected. But, after the lapse of a few months, owing to the change in their relations with the Peshwa, the Madras Government, on the recommendation of General Munro, determined to restore the jagir of Sandur to Shiva Rao; and in 1818 the Collector of Bellary was directed to deliver over both the fort and district of Sandur to him without delay. This order was immediately carried into effect; but the terms on which the jagir was to be held were not finally settled for some years. In 1826 a formal Sanad (No. XXXIX) was given to Shiva Rao. It conferred upon him and his heirs for ever the jagir of Sandur free of all pecuniary demands, and delegated to the jagirdar the entire management of revenue, police and civil justice, subject to the condition of his maintaining allegiance to the British Government. He was also bound to keep a strict watch over the public peace of the jagir; not to afford an asylum to offenders from British territory, but to deliver them up, and assist the officers of Government sent in pursuit of them; and to cause justice to be done to the inhabitants of British territory and others who might have pecuniary claims on any of the inhabitants of Sandur. It was further stipulated that the jagirdar should be answerable for the good government of his jagir, to ensure which the interposition of the Madras Government, when necessary, was provided for.

Shiva Rao remained in undisturbed possession till his death in 1840. He left no son of his own, but had adopted Venkat Rao, the son of his brother Bujanga Rao, as his heir.

The title of Venkat Rao Hindu Rao Ghorpade to succeed was acknowledged by Government, and a Sanad (No. XL) was granted to him in 1841. The terms of the Sanad are the same as those granted to Shiva Rao, with the exception that a provision was entered prohibiting punishment by mutilation, and that the jagirdar was restricted from passing capital sentences, or executing persons capitally convicted, without the previous sanction of Government.

In 1847 the jagirdar agreed (No. XLI) to the establishment of a sanitarium for British troops on the tableland of Ramandrug, and ceded police and magisterial jurisdiction over the hill. The jurisdiction of

the criminal courts of the Bellary district was thereupon extended to this tract. An annual quit-rent for the ground occupied for public and private purposes was paid to the Jagirdar until 1924. In that year Ramandrug was given up as a Sanitarium by the Military Authorities: the military buildings were sold to the Darbar, and the lease of the land terminated.

Venkat Rao died in 1861, and was succeeded by his eldest son Shiva Shanmukha Rao, then a minor.

In 1862 the Ruler of Sandur received a Sanad of Adoption (*see* No. XXXI). Shiva Shanmukha Rao was entrusted with the administration in 1863, when the Sanad of 1841 was renewed (No. XLII) in his favour.

In 1876 the hereditary title of Raja was conferred (No. XLIII) on the Ruler of Sandur.

Shiva Shanmukha Rao died in 1878, and was succeeded by his brother, Ramchandra Vital Rao, in whose favour the Sanad of 1841 was again renewed.

In 1884 the Raja leased (No. XLIV) the forests in his State to the British Government for a period of 25 years, in consideration of an annual payment of Rs. 10,000.

Ramchandra Vital Rao died in 1892 and was succeeded by his son Venkata Rao, during whose minority the administration of the State was entrusted to his uncle Maloji Rao Bala Sahib Ghorpade until 1901, and thereafter to a Dewan, who was subject to the control of the Political Agent (the Collector of Bellary).

In 1901 an agreement was made whereby the State undertook always to obtain its supply of opium from the Government depôt at Madras; but opium is now no longer consumed in the State.

In 1903 Sandur agreed with the Hyderabad Government that all claims on account of the expenditure incurred in connection with the subsistence and transit of accused persons and cattle surrendered by the one State to the other should be mutually waived. In 1904 a similar arrangement was made with the Madras Government and the States of Mysore, Travancore, Cochin, Pudukkottai and Banganapalle.

In 1905 the Darbar agreed to prohibit the cultivation of ganja within the State on payment of compensation of Rs. 400 per annum, and to obtain the drug required for consumption in the State from one of the Government store houses or from any of the licensed depôt keepers in the Madras Presidency.

In 1908 the Forest Convention of 1884 was renewed (No. XLV), with some modifications in respect of mining concessions: and the annual rental was reduced to Rs. 8,000.

In 1913 Venkata Rao was invested with ruling powers, and the Sanad of 1841 was again renewed in his favour.

In 1918 the Forest Convention of 1908 was cancelled (No. XLVI) by mutual agreement.

In the same year Raja Venkata Rao was temporarily removed from the direct administration of the State, which was assumed by Government. He was reinstated in 1920.

In June 1927 the Raja ceded (No. XLVII) full and exclusive power and jurisdiction over lands in the State occupied by the Fortwall-Kanivihalli and Kanivihalli-Swamihalli extensions of the Madras and Southern Mahratta Railway.

Raja Venkata Rao died on the 24th July 1927, leaving no male heir. The Government of India selected as his successor the present Raja Yeshwant Rao Anna Saheb, born on the 15th November 1909, eldest son of Bhujanga Rao of the Gajendragad branch of the family, who succeeded on the 20th June 1928. During his minority the administration is carried on by the Dewan, under the supervision of the Assistant to the Agent to the Governor-General.

No legislation is undertaken in Sandur; but such of the Acts of the Imperial and Madras Legislatures, as appear to the administration to be suited to the State, are brought into force by publicly notifying that they have been adopted.

The area of Sandur is about 161 square miles; the population, according to the Census of 1921, 11,665: and the revenue about 1¼ lakhs.

The political charge of Sandur was held by the Collector of Bellary until October 1923, when the State was brought into direct political relations with the Government of India through the Agent to the Governor-General, Madras States, with headquarters at Trivandrum. The Collector of Bellary continued his connection with the State as *ex-officio* Assistant Agent to the Governor-General until the 1st October 1926, when the Assistant Agency at Bellary was abolished.

No. I.

AGREEMENT with the RAJAH of TRAVANCORE for two battalions to be stationed within his dominions,—1788.

From the Rajah of Travancore to the Governor, dated 12th Ramgun, 19th June 1788.

The territory of Calicut and Pulicatcherry lay quite contiguous to the wall of my fort, and Tippoo Sultan, particularly at this time, is moving frequently through these districts. In consequence of the orders you were pleased to give to me, and trusting to the peaceable state of affairs between you and Tippoo, I do nothing more than keep a watchful eye over my district, for which purpose I have appointed six battalions and other troops to guard the places of strength belonging to me; but it is necessary to have officers and serjeants to discipline those battalions, I have therefore to request you will, out of your favour and friendship to me, order four officers and twelve serjeants, who are well acquainted with the exercise and discipline of troops, that I may employ them for that purpose in my service. I hope Your Excellency will grant me this favor. Major Bannerman, whom I have earnestly spoke to on this subject, has written to Your Excellency, and I beg leave to refer you to what he says.

What shall I say more?

Extract letter from the Governor to the Rajah of Travancore, dated Fort St. George, 12th August 1788.

I have very fully considered of your request to be supplied with English officers to command your battalions of sepoys. My desire to show you kindness and protection is so manifest, that it is not necessary to repeat to you how great my satisfaction is when I have an opportunity to add to your happiness. On the present occasion, however, a compliance with your request might be attended with greater inconvenience than you are aware of. The Honourable Company's officers are brave and good men and will always discharge their duty with zeal and ability; but it is contrary to the systems now laid down for the management of the English Company's affairs to lend their officers to command any troops, except such as are actually in their own pay and under their own authority. Great inconvenience has been found to arise from pursuing a different line of conduct, which I hope will reconcile to your mind my declining to comply with the proposal.

If we can suggest any plan by which one, two, or even three battalions of the Honourable Company's troops can be employed to advantage in securing your country against any sudden attack from Tippoo, I shall very readily take the same into consideration, and, if practicable, form an arrangement that will afford safety to your possessions without deviating from the rules of our service.

Extract letter from the Rajah of Travancore to the Governor, dated 25th Zecaad, or 28th August 1788.

You are pleased to say it is contrary to the system now laid down to lend the Company's officers to command any troops, except such as are actually in their pay and under their own authority; but if I can suggest any plan by which one, two, or three battalions of the Company's troops can be employed in securing my country against any sudden attack from Tippoo, you will readily take the same into consideration and form an arrangement for the safety of my country without deviating from the rules of your service.

The above letter has given me the greatest satisfaction and accomplished my wishes.

The friendship and attachment I bear to the English Company are known to the whole world, and my late intercourse with Tippoo Sultan has also been carried on through their assistance and favour.

I call the Almighty to witness that I rest my whole dependence on them for support, and therefore most willingly acquiesce to the proposal in Your Excellency's letter of having some battalions of the Company's troops with me. Your Excellency will be pleased to shew me your favor in any manner that can tend to the security and protection of my country, and to inform me of the expense that will attend a battalion of sepoys. I refer you to Major Bannerman's letters for an answer to the other matters he has communicated to me from Your Excellency.

Letter from the Governor to the Rajah of Travancore, dated Fort St. George, the 7th October 1788.

I have received your letter dated the 28th August, and you may rest assured that the confidence you repose in the friendship of the English Company is not ill placed. They regard you as their faithful ally, and consider your interests the same as their own.

Your having acquiesced in the proposition I made of having some battalions of the Company's troops stationed on the frontier of Travancore is a wise and judicious measure; it will ensure the safety of your country against the ambitious views of any persons who may be ill disposed towards you, and cannot fail to convince them of the danger they would be exposed to in attacking a Prince supported and protected, as you are, by the English, whose arms, by the blessing of God, are too powerful for them to combat with.

At the same time that I am anxious to see your country in a complete state of security, I am not less so in effecting it in such a manner as will render your expenses easy: for this purpose I would recommend that, in time of peace, two battalions of the Company's native infantry should be stationed on your frontiers at your expense, and that the amount may be either paid by you to the Company, in cash or pepper, as may best suit your convenience. That if an additional force of Europeans and natives are required to strengthen your frontier against the designs of an enemy, these shall be maintained at the Company's expense entirely; with this proviso, that you will order them to be supplied with provisions and the necessary articles

for erecting buildings to lodge them in, on their paying for the same at the usual rates of your country. That you may know the expense of a Company's battalion in peace and war, I have enclosed an estimate of the same for your information.

I shall always have a great pleasure in forwarding your wishes, and hope to hear often of your health and prosperity. What can I say more?

ARCHD. CAMPBELL.

Letter from the RAJAH of TRAVANCORE to the GOVERNOR, dated 6th Suffer, or 5th November 1788.

I have been honoured with the receipt of Your Excellency's gracious letter in which you recommend "that two battalions of the Company's sepoys should be stationed on the frontiers of my country in time of peace, the amount of their pay to be provided for by me, in cash or pepper, as may suit my convenience. That whenever an additional force is required by me as a defence against the designs of an enemy, you will send a body of Europeans and sepoys which will be maintained at the Company's expense; and that I am to supply them with provisions and the necessary articles for erecting buildings, on their paying for the same at the usual rates of my country." You moreover say, "that the confidence I repose in the friendship of the Company will not be lost, and that they regard me as their faithful ally, and consider my interest the same as their own." You have also transmitted to me an estimate account of the monthly expense of a Company's battalion of sepoys in time of peace and war for my information, all which I understand.

The measure which has occurred to Your Excellency's enlightened mind for stationing two battalions of sepoys for the defence of my country is highly proper, and I consider my government and territories perfectly safe and secured against the machinations of my enemies. The Almighty God knows the sincerity of my long friendship with the English, whose power I consider as the means of my preservation; may He, of His infinite goodness, grant the continuance of their prosperity and success.

Your Excellency will be pleased, in consequence of what you have written, to lend me two battalions of sepoys for the defence of my country, for which favour I shall be highly grateful to Your Excellency.

The account sent me states as the monthly expense of one battalion of sepoys the sum of one thousand seven hundred and fifty Star Pagodas forty Fanams and forty Cash, and the additional charge to be twenty-six Pagodas seven Fanams; I therefore inform you that I shall pay in ready money into the hands of what-

ever person you are pleased to order the annual amount of two battalions of sepoys agreeable to the above mentioned statement; and in the event of a war, I shall pay the batta to them agreeably to what is stated in the said account, being for one battalion nine hundred and ninety-eight Star Pagodas six Fanams and twelve Cash.

From the long and sincere friendship I have entertained with the Company, it has always been my hope that the English would give me their assistance when necessary, by sending me a body of Europeans and sepoys, and now, since Your Excellency has been pleased to mention it yourself, my mind is set fully at ease in that point. Whenever I shall require an additional number of troops for the defence of my country, *viz.*, Europeans and sepoys, I shall supply them with provisions and the necessary articles they may want. May it please Your Excellency, some battalions of sepoys belonging to me have, for a length of time, been employed in the Tinnevelly country, I therefore request Your Excellency will send positive injunctions to the officer in that district to send me the above battalions that I may employ them with the two battalions you are to send me in the defence of my country, which will remove all my anxieties regarding the designs of such who intend giving me trouble.

Be pleased to consider me at all times your devoted well-wisher, and honour me frequently with your commands.

What shall I say more?

No. II.

ARTICLES of AGREEMENT made and entered into by the HONOURABLE MAJOR-GENERAL ROBERT ABERCROMBY, PRESIDENT and GOVERNOR of BOMBAY, for and on behalf of the HONOURABLE UNITED ENGLISH EAST INDIA COMPANY and their successors, on the one part, and GUSWA PILLA, DEWAN to HIS HIGHNESS the RAJAH of TRAVANCORE, for and on behalf of HIS said HIGHNESS and his successors, on the other part, this twenty-eighth day of January of the English year one thousand seven hundred and ninety-three, *viz.*—

That this agreement shall not effect or interfere with any agreement subsisting between the said Honourable Company; and the said Rajah shall deliver to the said Company between the 10th February 1794 and 10th April following three thousand candies (560 lbs. weight) of clean pepper at the rate of one hundred and fifteen Bombay Rupees for each candy, exclusive of two Rupees customs for each; and shall further deliver a similar quantity (3,000 candies) annually at the same price and similar periods for nine successive years, that is three thousand every year, until the 10th April one thousand eight hundred and four (English computation).

That of the pepper above stipulated to be delivered annually, two thousand five hundred candies shall be delivered at Quilon, and the remaining five hundred candies at the said Company's warehouse at Anjengo, into the hands of such officers as the Company may appoint for the purpose of receiving it.

That the said Rajah shall receive in part payment for the said annual contract for pepper the undermentioned articles at the usual prices for which he has been debited in former contracts: two thousand stand of arms complete, one hundred candies of lead, three hundred yards of scarlet broad cloth superfine, one thousand five hundred yards of ditto fine, twenty-seven thousand five hundred yards of red purpit, two thousand yards of blue purpit, two hundred yards of yellow purpit, five hundred yards of green purpit. That the balance due for the said annual provision of pepper shall be discharged in Bombay, which balance, together with the warlike stores stipulated to be taken on part payment, shall be made good between the 10th February and 10th April of each respective year; that this agreement shall be in force in like manner as the Rajah engages to deliver the pepper within those periods.

That should the Rajah fail to deliver the quantity of pepper contracted for by this agreement within the periods specified, he shall forfeit to the Company fifty-seven Rupees and a half penalty for each candy of pepper so deficient. In like manner should the Company fail, on their part, to make good to the Rajah the amount specified in the agreement within the terms prescribed, they shall forfeit a penalty of double the sums deficient.

In witness of the foregoing agreement Major-General Abercromby and Guswa Pilla have subscribed to two copies thereof, which have been mutually exchanged and have affixed their seals this 28th day of January 1793.

ROBERT ABERCROMBY.

No. III.

TREATY between the HONOURABLE EAST INDIA COMPANY and the RAJAH of TRAVANCORE in 1795.

PROPOSED TERMS for a TREATY of FUTURE PERPETUAL FRIENDSHIP, ALLIANCE and SUBSIDY between the HONOURABLE EAST INDIA COMPANY and RAJAH RAM RAJE BAHADOOR, the reigning RAJAH of TRAVANCORE, concerted between the HONOURABLE JONATHAN DUNCAN, ESQ., GOVERNOR of BOMBAY, on the part of the HONOURABLE SIR JOHN SHORE, BART., the GOVERNOR-GENERAL in COUNCIL of FORT WILLIAM, in BENGAL, in virtue of the powers vested in him by the KING and PARLIAMENT of GREAT BRITAIN and by the EAST INDIA COMPANY to direct and control political affairs of all the COMPANY'S SETTLEMENTS in INDIA, on the one part; and the said reigning RAJAH of TRAVANCORE on the other; in consideration of the RAJAH'S application to the BENGAL GOVERNMENT in the month of September 1793, to have a permanent Treaty concluded with the ENGLISH EAST INDIA COMPANY and to settle and fix the terms of their old friendship and alliance and for the defence of his country against foreign enemies. The result is contained in the following Articles:—

ARTICLE 1.

Before the breaking out of the last war between the Honourable Company and Tippoo Sultan, the three talooks of Paroor, Alungar, and Koonatnaar made

part of the Rajah of Travancore's country; and having by the said Sultan been included in his cessions to the Honourable Company by the Treaty of peace of the 18th of March 1792, the said Company do, in view to their ancient friendship with and the plea of right preferred by the Rajah of Travancore, renounce every claim that they may have to the talooks in question, and all the said three talooks are accordingly left on the former footing as part of the said Rajah's country.

ARTICLE 2.

If any power or States, near or remote, by sea or land, shall, without aggression on the part of the Rajah of Travancore, attempt or begin hostility and war upon the country of the said Rajah or of his successors; under such circumstances, the expulsion of, and the protection of the country against, such enemies rest with the Company's Government.

ARTICLE 3.

In consideration of the stipulation in the second Article, the Rajah of Travancore doth engage for himself and his successors to pay annually at Anjengo, both in peace and war, a sum equivalent to the expense of three of the Honourable Company's battalions of sepoys, together with a company of European artillery and two companies of lascars.

ARTICLE 4.

The Company stipulate that this force of infantry and artillery shall, if the Rajah desire it, always be stationed in his country, or on the frontiers near it, or in any other part within the Company's possessions where he shall prefer; and that they shall always be in readiness: and in respect to such requisitions as the Rajah and his successors may have occasion to address to the officer in command of these troops, to proceed to act against foreign enemies who shall have invaded the said Rajah's country, it is proper that such commanding officer stand previously furnished with instructions from the Government of that Presidency whence he shall have been detached; or otherwise, he is immediately on such requisition to procure instructions and the sanction of his said superiors for repelling such invasion; but in the event of the Rajah's country being so unexpectedly invaded by an enemy, that the urgency of the danger or attack from without shall not admit of deferring the necessary operations till the orders of the Government of such Presidency can be received, the commanding officer is, under such circumstances, to apply immediately and without objection the force under his command to the defence and protection of the Rajah and his successors; and should it so happen that the aforesaid force and the Rajah's own army be at any time found unequal to cope with and defend the country against the superior force of the enemy, the expense of such further troops as it may be necessary and requisite for the Company to furnish in such instances, is to be altogether at the said Company's cost; nor shall their government anywise object to furnish such additional force,

the expense of which shall in no respect be chargeable on the Rajah or his successors; nor shall the Company ever apply for or demand any sum on that account, nor possess any plea or claim to make any further requisition for pecuniary aid from the Rajah or his successors, by reason of any warfare or hostility that may hereafter eventually occur.

ARTICLE 5.

As the Company do only engage to defend and protect the country dependent on the Rajah of Travancore against unprovoked attacks; it is therefore to be clearly and distinctly understood between the parties that the Rajahs, present and future, are not to commit any hostile aggression towards any other State whether Indian or European; and in the event of the Rajah or his successors having any disputes of a political nature or tendency, it is necessary that the same shall be transmitted by the latter to the Honourable Company's Government, who will determine thereon according to justice and policy and mutual concert.

ARTICLE 6.

The reigning Rajah of Travancore for the time being shall not keep in his service, in any civil or military capacity, nor allow to remain within his dominions as merchants, or under any other plea or pretext, the subjects or citizens of any nation being at war with Great Britain or with the East India Company; nor under any circumstances of peace or war allow any European nation to obtain settlements (*i.e.*, territory or places under his own authority) within the same, nor enter into any new engagements with any European or Indian States without the previous concurrence of the British Governments in India.

ARTICLE 7.

When the Company shall require of the Rajah of Travancore any aid of his troops to assist them in war, it shall be incumbent on the said reigning Rajah for the time being to furnish such aid, to such extent and in such numbers as may be in his power, from his regular infantry and cavalry, exclusive of the native Nayrs of his country, which succours thus furnishable by the Rajah, as far as shall be consistent with the safety of his own country, shall be liable to be employed as far by the Company's Government on either side of the Peninsula as to Madura and Calicut; and to be, during such service, at the Company's expense and under their orders.

ARTICLE 8.

That the pepper contract with the Company shall continue in perpetuity, liable however, after the expiration of the period of the existing contract, to such modifications as to price, period, or quantity, as may, from time to time, be agreed upon between the parties.

ARTICLE 9.

The Company engage not to impede in any wise the course of the rule or of administration of the Rajah of Travancore's government; nor at all to possess themselves or enter upon any part of what regards the management of the present Rajah's or his successor's country. At the same time it is provided that all the former agreements between the Honourable Company and the Rajahs of Travancore, relative to the settlements of Anjengo and Eddowa or Erawa, and, to the Company's privileges in respect to trade throughout the Rajah's dominions, remain in full force, according to the practice hitherto; and as otherwise the object of this Treaty is principally to provide for the purposes of external defence, it bears therefore no reference whatever to the Rajah's situation as a tributary to the Carnatic, concerning which the Rajah of Travancore doth in the sincerity of his heart, of his own accord, acknowledge and declare that in the line of his former fealty, as from of old established, towards the Circar of the soubah of Arcot, there shall never occur any difference or deviation.

ARTICLE 10.

All unsettled claims of a pecuniary nature which the contracting parties may have had upon each other, relative to warlike expenses, up to the period of the conclusion of the Treaty of peace with Tippoo Sultan, under date the 18th of March 1792, shall be cancelled and declared null and void.

ARTICLE 11.

The Company engage that none of the Rajahs of Malabar under their jurisdiction shall be allowed to commit excesses in the country, or to encroach on the rights of the Rajah of Travancore or of his successors; and both the contracting parties engage not to give shelter to the rebels, whosoever they may be, of either of the two States within the country of Malabar; but on the contrary to seize on and mutually to deliver up such persons.

ARTICLE 12.

On the commercial vessels of the said Rajah's frequenting any of the ports in India appertaining to the Honourable Company, they shall obtain every requisite assistance and supply on paying for the same; and in like manner the Honourable Company's ships shall experience the like assistance and supply in the ports and roads of his country.

This proposed Treaty, consisting of twelve Articles, has been concerted in the neighbourhood of Anjengo, on the 17th of November 1795 of the Christian era, corresponding with the 5th of Cartikee 971 of the Malabar style; between the reigning Rajah of Travancore, and the Honourable Jonathan Duncan, Esq., Gov-

ernor of Bombay; on this footing, that the said proposed Treaty shall by the latter be transmitted to the Honourable the Governor-General in Council, when after his approval he will forward it to England, and having thence also been approved, is within two years to be returned under the seal and ratification of the Company in the accustomed form and delivered to the Rajah; from which time the preceding concerted copy, being considered as a full and complete voucher, shall be strictly adhered and conformed to by both governments. The amount of the subsidy, under these proposed terms of perpetual Treaty, shall without fail be annually paid in cash at Anjengo in three equal kists or instalments at the expiration of every four months.

JONATHAN DUNCAN.

TEMPORARY ENGAGEMENT between the HONOURABLE EAST INDIA COMPANY and RAJAH RAM RAJE BAHADOOR, the reigning RAJAH of TRAVANCORE, settled by the HONOURABLE JONATHAN DUNCAN, ESQ., GOVERNOR of BOMBAY, on the part of the HONOURABLE COMPANY, in consequence of instructions from the HONOURABLE SIR JOHN SHORE, BARONET, GOVERNOR-GENERAL in COUNCIL of FORT WILLIAM in BENGAL, in virtue of the powers vested in him by the KING and PARLIAMENT of GREAT BRITAIN and by the EAST INDIA COMPANY to direct and control the political affairs of all the COMPANY'S SETTLEMENTS in INDIA on the one part, and by the said reigning RAJAH of TRAVANCORE on the other,—1795.

ARTICLE 1.

Until the receipt, within two years, of the approbation and ratification from Great Britain of the proposed terms of Treaty of future perpetual friendship, alliance, and subsidy, as written this day the 17th November 1795, or 5th of Cartikee 971 Malabar style, and to be then of full force and observed on both sides, the following Articles shall constitute the rule of guidance.

ARTICLE 2.

The Rajah of Travancore shall, from the 17th of November 1795, or 5th of Cartikee Malabar style, pay to the Company, in the manner noticed in the 3rd Article of the proposed terms of a perpetual Treaty, a sum equivalent to the expense of one battalion of the Honourable Company's sepoys, which battalion shall be kept ready for his service whenever he stands in need thereof and shall call for the same to defend his country against external force; for which defence the Company engage, in the manner and under the conditions concerted under the 4th and 5th Articles of the proposed terms of a perpetual Treaty; under this further

clause, that if during this interval the said Rajah shall find occasion to call for more than one battalion to his assistance he is in such case to pay to the Honourable Company a sum equal to the expense of two battalions, but no more than for two, for any further force for his defence that may prove necessary.

ARTICLE 3.

During the said interval, or until the arrival from Great Britain of the approval of the proposed terms of a perpetual Treaty, the Rajah of Travancore is to be liable to furnish and maintain at his own expense, on the requisition of the Company's Government at Bombay or Madras, one complete battalion of his troops, to serve under the command of the British officer, in conjunction with the English forces, on either side, between Madura and Calicut, in garrison or in the field, for such period or periods within the said interval as the assistance of the said battalion may be required; and any troops required beyond this battalion the Rajah is to the utmost of his ability to furnish, on the terms and to the extent of the 7th Article of the proposed terms of the perpetual Treaty.

This agreement, consisting of three Articles, is settled in the neighbourhood of Anjengo, on the 17th of November 1795, corresponding with the 5th of Cartikee 971 Malabar style, by the said reigning Rajah of Travancore and Mr. Duncan, by whom a copy hereof shall be sent to the Honourable Sir John Shore, Baronet, Governor-General in Council, who, on approving thereof, is within two months from this date to signify his ratification of the same by a letter from the Governor-General to the Rajah Ram Raje Bahadoor; from the receipt of which letter this engagement is to become finally binding on the contracting parties, and to be in the meantime, or from this date, till the expiration of the two months allowed for the receipt of the answer from Bengal, literally observed on both sides. The amount of the subsidy under this temporary engagement shall without fail be annually paid in cash in three equal kists or instalments, at the expiration of every four months, at Anjengo.

JONATHAN DUNCAN.

Whereas, in the 7th Article of the above Treaty, the following words occur, "which succours thus furnishable by the Rajah, as far as shall be consistent with the safety of his own country, shall be liable to be employed as far by the Company's Government on either side of the Peninsula as to Madura and Calicut," and these terms being deemed not sufficiently expressive of the intentions of the contracting parties; they hereby mutually agree that the words "and the boundary of the Cavae" be added immediately after the word "Calicut," and that accordingly the said Article stands as follows;—

ARTICLE 7.

When the Company shall require of the Rajah of Travancore any aid of his troops to assist them in war, it shall be incumbent on the said reigning Rajah

for the time being to furnish such aid, to such extent and in such numbers as may be in his power, from his regular infantry and cavalry, exclusive of the native Nayrs of his country, which succours thus furnishable by the Rajah, as far as shall be consistent with the safety of his own country, shall be liable to be employed as far by the Company's Government on either side of the Peninsula as to Madura and Calicut and the boundary of the Cavae, and to be during such service at the Company's expense and under their orders.

The above Treaty having been transmitted to the Honourable Court of Directors for the affairs of the United Company of Merchants of England trading to the East Indies for their confirmation, agreeable to the stipulation therein contained, and the Honourable Court having expressed their assent to the several Articles of the said Treaty, including the amended Article subjoined to the original Articles, the said Treaty is hereby ratified by me and my signature, at Trevandrum in the country of Travancore, this twenty-first day of the month of July in the year one thousand seven hundred and ninety-seven of the Christian era, or the ninth day of the month Aru in the year nine hundred and twenty-two Malabar style.

Ratified by the Honourable the Court of Directors in 1797.

No. IV.

TREATY of PERPETUAL FRIENDSHIP and ALLIANCE between the HONOURABLE ENGLISH EAST INDIA COMPANY BAHADOOR, and the MAHARAJAH RAM RAJAH BAHADOOR, RAJAH of TRAVANCORE,—1805.

Whereas the Treaty, concluded in the year 1795 between the Honourable Company of Merchants of England trading to the East Indies and His late Highness the Rajah of Travancore, was intended to defend and protect the Travancore country against foreign enemies, and to strengthen and fix the terms of the ancient friendship and alliance subsisting between the Company and the Rajah of Travancore; and whereas it is evident that the intentions of the contracting parties have not been duly fulfilled; and whereas the said Company and the Rajah of Travancore have judged it expedient that additional provisions should at this time be made for the purpose of supplying the defects in the said Treaty, and of establishing the connection between the said contracting parties on a permanent basis of security in all times to come: Therefore, in order to carry into effect the said intentions, the present Treaty is concluded by Lieutenant-Colonel Colin Macaulay, the Resident at Travancore, on the part and in the name of His Excellency the Most Noble Marquis Wellesley, K.P. and K.C., Governor-General in Council of all the British possessions in the East Indies, and by His Highness the Rajah of Travancore for himself, agreeably to the following Articles, which shall be binding on the contracting parties as long as the sun and moon shall endure.

ARTICLE 1.

The friends and enemies of either of the contracting parties shall be considered as the friends and enemies of both; the Honourable Company especially engaging to defend and protect the territories of the Rajah of Travancore against all enemies whatsoever.

ARTICLE 2.

Whereas by the seventh Article of the Treaty concluded in the year 1795 between the Ram Rajah Bahadoor and the English East India Company Bahadoor, it was stipulated "that when the Company shall require any aid of his troops to assist them in war, it shall be incumbent on the said reigning Rajah for the time being to furnish such aid, to such extent and in such numbers as may be in his power, from his regular infantry and cavalry, exclusive of the native Nayrs of his country," and the Company being now willing entirely to release the Rajah from the obligation incurred under the said stipulation; it is hereby concluded and agreed that the Ram Rajah Bahadoor is for ever discharged from the aforesaid burdensome obligation.

ARTICLE 3.

In consideration of the stipulation and release contained in the first and second Articles, whereby the Company becomes liable to heavy and constant expense, while great relief is afforded to the finances of the Rajah, His Highness engages to pay annually to the said Company a sum equivalent to the expense of one regiment of native infantry in addition to the sum now payable for the force subsidised by the third Article of the subsidiary Treaty of 1795; the said amount to be paid in six equal instalments to commence from the first day of January one thousand eight hundred and five; and His said Highness further agrees that the disposal of the said sum, together with the arrangement and employment of the troops to be maintained by it, whether stationed within the Travancore country or within the Company's limits, shall be left entirely to the Company.

ARTICLE 4.

Should it become necessary for the Company to employ a larger force than that which is stipulated for in the preceding Article, to protect the territories of the said Maharajah against attack or invasion, His Highness agrees to contribute jointly with the Company towards the discharge of the increased expense thereby occasioned such a sum as shall appear on an attentive consideration of the means of His said Highness to bear a just and reasonable proportion to the actual net revenues of His Highness.

ARTICLE 5.

And whereas it is indispensably necessary that effectual and lasting security should be provided against any failure in the funds destined to defray either

the expenses of the permanent military force in time of peace, or the extraordinary expenses described in the preceding Article of the present Treaty, it is hereby stipulated and agreed between the contracting parties that whenever the Governor-General in Council of Fort William in Bengal shall have reason to apprehend such failure in the funds so destined, the said Governor-General in Council shall be at liberty and shall have full power and right either to introduce such regulations and ordinances as he shall deem expedient for the internal management and collection of the revenues or for the better ordering of any other branch and department of the Government of Travancore, or to assume and bring under the direct management of the servants of the said Company Bahadoor such part or parts of the territorial possessions of His Highness the Maharajah Ram Rajah Bahadoor as shall appear to him, the said Governor-General in Council, necessary to render the said funds efficient and available either in time of peace or war.

Article 6.

And it is hereby further agreed that, whenever the said Governor-General in Council shall signify to the said Maharajah Ram Rajah Bahadoor that it is become necessary to carry into effect the provisions of the fifth Article, His said Highness Maharajah Ram Rajah Bahadoor shall immediately issue orders to his amils or other officers, either for carrying into effect the said regulations and ordinances according to the tenor of the fifth Article, or for placing the territories required under the exclusive authority and control of the English Company Bahadoor; and in case His Highness shall not issue such orders within ten days from the time when the application shall have been formally made to him, then the said Governor-General in Council shall be at liberty to issue orders by his own authority either for carrying into effect the said regulations and ordinances, or for assuming the management and collection of the said territories, as he shall judge most expedient for the purpose of securing the efficiency of the said military funds and of providing for the effectual protection of the country and the welfare of the people: Provided always that, whenever and so long as any part or parts of His said Highness's territories shall be placed and shall remain under the exclusive authority and control of the said East India Company, the Governor-General in Council shall render to His Highness a true and faithful account of the revenues and produce of the territories so assumed: Provided also that in no case whatever shall His Highness's actual receipt or annual income, arising out of his territorial revenue, be less than the sum of two lakhs of Rupees, together with one-fifth part of the net revenues of the whole of his territories, which sum of two lakhs of Rupees, together with the amount of one-fifth of the said net revenues, the East India Company engages at all times and in every possible case to secure and cause to be paid for His Highness's use.

Article 7.

His Highness Maharajah Ram Rajah Bahadoor engages that he will be guided by a sincere and cordial attention to the relations of peace and amity estab-

lished between the English Company and their allies, and that he will carefully abstain from any interference in the affairs of any State in alliance with the said English Company Bahadoor, or of any State whatever; and for securing the object of this stipulation it is further stipulated and agreed that no communication or correspondence with any foreign State whatever shall be holden by His said Highness without the previous knowledge and sanction of the said English Company Bahadoor.

ARTICLE 8.

His Highness stipulates and agrees that he will not admit any European foreigners into his service without the concurrence of the English Company Bahadoor, and that he will apprehend and deliver to the Company's Government all Europeans of whatever description, who shall be found within the territories of His said Highness without regular passports from the English Government; it being His Highness's determined resolution not to suffer even for a day any European to remain within his territories unless by consent of the said Company.

ARTICLE 9.

Such parts of the Treaty of Anno Domini one thousand seven hundred and ninety-five (1795) between the English East India Company and the late Rajah of Travancore as are calculated to strengthen the alliance, to cement the friendship, and to identify the interests of the contracting parties, are hereby renewed and confirmed; and accordingly His Highness hereby promises to pay at all times the utmost attention to such advice as the English Government shall occasionally judge it necessary to offer to him, with a view to the economy of his finances, the better collection of his revenues, the administration of justice, the extension of commerce, the encouragement of trade, agriculture, and industry, or any other objects connected with the advancement of His Highness's interests, the happiness of his people, and the mutual welfare of both States.

ARTICLE 10.

This Treaty, consisting of ten Articles, being this day, the twelfth day of January one thousand eight hundred and five, settled and concluded at the fortress of Teeroovanandapooram in Travancore by Lieutenant-Colonel Colin Macaulay, on behalf and in the name of His Excellency the Most Noble Marquis Wellesley, K.P., and K.C., Governor-General in Council, with the Maharajah Ram Rajah Bahadoor; he has delivered to the said Maharajah one copy of the same in English and Persian signed and sealed by him, and His Highness has delivered to the Lieutenant-Colonel aforesaid another copy, also in Persian and English, bearing his seal and signature, and signed and sealed by Valoo Tomby, Dewan to the Maharaja; and the Lieutenant-Colonel aforesaid has engaged to procure and deliver to the said Maharajah, without delay, a copy of the same under the seal and

signature of His Excellency the Most Noble Marquis Wellesley, Governor-General in Council, on the receipt of which by the said Maharajah, the present Treaty shall be deemed complete and binding on the Honourable the English East India Company and on the Maharajah Ram Rajah Bahadoor of Travancore, and the copy of it now delivered to the said Maharajah shall be returned.

C. MACAULAY.

Ratified by the Governor-General in Council on 2nd May 1805.

No. V.

ADOPTION SUNUD granted to the RAJAH of TRAVANCORE,—1862.

Her Majesty being desirous that the Governments of the several Princes and Chiefs of India, who now govern their own territories, should be perpetuated, and that the representation and dignity of their Houses should be continued; I hereby, in fulfilment of this desire, convey to you the assurance that, on failure of natural heirs, the adoption by yourself and future rulers of your State of a successor, according to the Hindoo law and to the customs of your race, will be recognised and confirmed.

Be assured that nothing shall disturb the engagement thus made to you, so long as your House is loyal to the Crown and faithful to the conditions of the Treaties, Grants, or Engagements which record its obligations to the British Government.

CANNING.

11th March 1862.

A similar Sanad was granted to the Rajah of Cochin.

No. VI.

ARRANGEMENTS made between the BRITISH GOVERNMENT and the STATES of TRAVANCORE and COCHIN for the removal of fiscal restrictions on trade between BRITISH INDIA and those STATES,—1865.

NOTIFICATION.

IT is hereby notified for general information, that the following arrangements have been made between the British Government and the Native States of Cochin and Travancore, for the removal of fiscal restrictions on trade between British

India and these States, and that effect has been given to the same under the sanction of the Government of India.

2. No duties will hereafter be levied, whether by the British Government, or the Travancore or Cochin States, on goods, being the produce or manufacture of British India, on their import, whether by sea or by land, into the Cochin and Travancore territories, excepting Tobacco, Salt, Opium, and Spirits.

3. No duty will hereafter be levied by the British Government on goods the produce or manufacture of the Cochin and Travancore States, on their import into British Indian territory, whether by sea or by land, excepting Salt, Opium, and Spirits.

4. Free import will be allowed by the Cochin State into its territories of Travancore produce and manufactures, and *vice versa*, on the same terms and with the same exceptions as those arranged with the British Government.

5. The Cochin and Travancore States will adopt the British Indian Tariff and rates of import duty on all *foreign* goods imported into them, Tobacco being excepted on import into Travancore.

6. Foreign goods which have already paid duty on import to British India, or to either the Cochin or Travancore State, will be allowed to pass free on further transport to any of these territories.

7. The Cochin State will adopt the British Indian rates of export duty on articles exported to foreign countries, Pepper being excepted and charged at 15 Rupees a Candy.

8. The Travancore State will continue for the present to levy export duties, not less than those obtaining in British India but not more than 5 Rupees per cent. on all ordinary exports, Rupees 10 per cent. on Timber, and 15 Rupees a Candy on Pepper and Betel-nut *ad valorem*.

9. The export duty at the Travancore inland Chowkies, *viz.*, those not situated on the backwater, will be confined to principal goods only, which will be notified from time to time.

10. British Indian goods passing from Coimbatore through Travancore to the Cochin territories or British Cochin will be exempt from export duty in Travancore. The same exemption will extend to Tinnevelly cloths passing through Travancore.

11. Goods passing from one part of the Cochin State through Travancore territory to any other part of the former, will be exempt from export duty in Travancore.

12. The Travancore and Cochin States will adopt the British Indian Tariff valuations for exports as well as imports.

13. The Cochin and Travancore States will adopt the British Indian selling price of Salt, the rates at Inland Depots, being raised so as to place the Salt of Cochin, Travancore, and British India on the same footing in the market.

14. The Cochin and Travancore States will import British Indian Salt on the same terms on which it is imported into British Indian Ports.

15. The Travancore State will levy import duty on Tobacco at rates not exceeding the following :—

	Rupees a Candy.
On Coimbatore Tobacco	40
Tinnevelly	85
Ditto (Kalamany)	120
Jaffna	120

H. NEWILL,
Officiating Resident.

Resident's Office, Trevandrum ; 11th May 1865.

List of Sea-Ports appertaining to the Travancore State.

Manacoody.	Villinjum.	Quilon.	Allepey.
Colechel.	Poonthoray.	Kayencoolom.	Katoor.
Puttanum.	Anjengo.	Mangalamarattapula.	Manakodom.
Pooar.	Paravoor.	Poracaud.	Palliport.

Sea-Ports appertaining to the Cochin State

Narrakal.	Maliapoorom.	Cranganore.

H. NEWILL,
Officiating Resident.

No. VII.

SUNNUD to the MAHARAJAH of TRAVANCORE,—1866.

In recognition of your Highness's excellent administration of the Travancore State, I have directed that your Highness shall be addressed by the title of Maharajah in all communications from the British Government.

JOHN LAWRENCE.

Dated Simla, the 6th August 1866.

No. VIII.

INDENTURE made between the SECRETARY of STATE for INDIA and the MAHARAJA of TRAVANCORE in respect of the lease of certain territory in the TRAVANCORE STATE in connection with the PERIYAR IRRIGATION PROJECT,—1886.

This indenture made the twenty-ninth day of October, one thousand eight hundred and eighty-six (corresponding with the fourteenth day of Tulam 1062 of the Malabar era) between the Government of His Highness the Maharajah of Travancore (hereinafter called the Lessor) of the one part and The Right Honourable the Secretary of State for India in Council of the other part Witnesseth that in consideration of the rents hereinafter reserved and of the covenants by the

said Secretary of State for India in Council herein after contained the Lessor doth hereby demise and grant unto the said Secretary of State for India in Council his successors and assigns (all of whom are intended to be included in and to be referred to by the expression "the Lessee" hereinafter used) *First.*—All that tract of land part of the territory of Travancore situated on or near the Periaur river bounded on all sides by a contour line one hundred and fifty-five feet above the deepest point of the bed of the said Periaur river at the site of the dam to be constructed there and shown in the map or plan hereunto annexed* and which said tract of land is delineated in the said map or plan hereunto annexed and therein colored blue and contains eight thousand acres or thereabouts. *Secondly*—All such land in the immediate vicinity of the tract of land above mentioned and not exceeding in the whole in extent one hundred acres as may be required by the lessee for the execution and preservation of the irrigation works to be executed by the lessee within the said tract of land first above mentioned and which said works are commonly called or known as the "Periaur Project." *Thirdly.*—Full right power and liberty to construct make and carry out on any part of the said lands hereinbefore demised and to use exclusively when constructed made and carried out by the lessee all such irrigation works and other works ancillary thereto as the lessee shall think fit for all purposes or any purpose connected with the said Periaur Project or with the use exercise or enjoyment of the lands rights liberties and powers hereby demised and granted or any of them. *Fourthly.*—All waters flowing into through over or from the said tract of land firstly hereinbefore demised. *Fifthly.*—All timber and other trees woods underwoods and saplings which now are or shall during the continuance of this demise be growing or standing upon any of the said demised lands with liberty to the lessee to fell grub up and use free of all charge for the same all such of the said timber and other trees woods underwoods and saplings as shall be required in or about the construction or maintenance of or otherwise for all or any of the purposes of the said works or any of them or in connection therewith provided always that the lessee shall not be responsible for the destruction of or for any damage done to any others of the said timber or other trees woods underwoods or saplings for the time being growing or standing upon any of the said demised lands by or through the construction or maintenance of the said works or any of them. *Sixthly.*—The right of fishing in over and upon such waters tanks and ponds as now are or shall during the term hereby granted be upon or within any of the said demised lands. *Seventhly.*—Free way leave and right and liberty of way and passage in manner hereinafter mentioned through and over the lands of the lessor and liberty for the lessee his officers agents servants and workmen to enter upon and to make lay and repair such one and not more than one main or wagon way from any point on the boundary line between British territory in India and the territory of Travancore to any part of the said demised lands in the usual manner by digging the soil and levelling the ground and making gutters through and over the lands of the lessor between such point and the said demised lands for leading and carrying with horses and other cattle wagons carts and

* Not reproduced.

other carriages over and along the said wagon way unto and towards the said demised lands all materials required for all or any of the said works and other materials matters and things whatsoever to and from any of the said demised lands and liberty for the lessee his officers agents servants and workmen as occasion shall require to lay and fix wood timber earth stones gravel and other materials in and upon the lands of the lessor and to cut dig and make trenches and water-courses for the purpose of keeping the said wagon way free from water and to do all other things necessary or convenient as well for making and laying the said wagon way as for repairing and upholding the same whenever there shall be occasion and liberty for the lessee his officers agents servants and workmen to go pass and repass along the said wagon way either on foot or with horses and other cattle wagons carts or other carriages unto and from the said demised lands and all other liberties and appurtenances necessary or convenient for making laying altering repairing using or removing the said wagon way or any part thereof the lessee making reasonable compensation unto the lessor and the tenants or occupiers for all damage occasioned by or in the exercise of the said liberties to the lands belonging to him or them except those actually taken and used for the line of the said wagon way except nevertheless out of this demise all sovereign rights of the lessor in and to the said demised lands or any of them other than the rights liberties and powers hereinbefore particularly mentioned and expressed to be hereby demised, and except all minerals and precious stones whatsoever in and under the said lands hereby demised or any of them other than earth rubble stone and lime required for the said works or any of them together with liberty for the lessee to erect build and set up alter maintain and use upon or within the lands hereby demised such houses and other buildings and to take free of all charge for the same all such earth rubble stone and lime therefrom as shall be necessary or proper for effectually or conveniently making and maintaining the said several works and generally to do all such things whatsoever in or upon the hereby demised lands as shall be necessary or expedient for the construction and repair of the said irrigation and accommodation works and for any of the purposes of these presents to have and to hold the premises hereinbefore expressed to be hereby demised and granted unto the lessee from the first day of January one thousand eight hundred and eighty-six for the term of nine hundred and ninety-nine years yielding and paying therefor by the same being deducted from the tribute from time to time payable by the lessor to the Government of India or Madras the yearly rent of forty thousand rupees of British India commencing from the day on which the waters of the said Periaur river now flowing into the said territory of Travancore shall by means of the said works be diverted and shall flow into British territory, the first of such payments to be made at the expiration of twelve calendar months from such last mentioned date and yielding and paying from the date from which the said yearly rent of forty thousand rupees of British India shall become payable and over and above the same the further yearly rent (hereinafter called acreage rent) after the rate of five rupees of British India currency for every acre and so in proportion for a less quantity of the lands hereby demised and granted which on the completion of the

said works shall be found on measurement to be included within the said contour line in excess of the said area of eight thousand acres the first of such payments of acreage rent to be made at the time and place when and where the said yearly rent shall become payable as hereinbefore provided and the lessee doth hereby covenant with the lessor that the lessee will pay to the lessor the several rents hereinbefore reserved at the times hereinbefore appointed by allowing the same to be deducted from the tribute from time to time payable by the lessor as aforesaid, and will at the expiration or sooner determination of the said term peaceably deliver up to the lessor all the said premises hereby demised in such state and condition as shall be consistent with a due regard to the provisions of this lease and in particular will within two years after the expiration or determination of the said term clear from the said lands hereby demised all machinery and plant in or about the same or any part thereof or shall at the option of the lessee abandon all claim to such machinery and plant or to such part or parts thereof as the lessee shall think fit provided always and it is hereby agreed and declared that it shall be lawful for the lessee at any time before the expiration of the said term to surrender and yield up all the demised premises to the lessor in which case and immediately upon such surrender the rents hereby reserved shall cease. Provided always and these presents are on this express condition that if and whenever there shall be a breach of any of the covenants and agreements by the lessee herein contained the lessor may re-enter upon any part of the said premises in the name of the whole and thereupon the said term of nine hundred and ninety-nine years shall absolutely determine without prejudice nevertheless to the recovery of any rent or money then payable or to the liability of the lessee to perform and to the right of the lessor to enforce the performance and observance of every or any covenant or stipulation herein contained and which ought to be performed or observed after the expiration of the said term in case the same had expired by effluxion of time. And the lessor doth hereby covenant with the lessee that the lessee paying the rents hereinbefore reserved in manner aforesaid and performing and observing all the covenants and agreements by the lessee herein contained may quietly hold and enjoy all the lands rights and premises hereinbefore demised and granted during the said term and also free of rent so much of the said lands as shall then be required for any machinery or plant for two years after the expiration or determination of the said term without any interruption or disturbance by the lessor or any person claiming through or in trust for the lessor and that if the lessee shall be desirous of taking a renewed lease of the said premises for the further term of nine hundred and ninety-nine years from the expiration of the term hereby granted and of such desire shall prior to the expiration of the said last mentioned term give to the lessor six calendar months previous notice in writing signed by any Secretary to the Government of Madras and shall pay the rents hereby reserved and perform and observe the several covenants and agreements herein contiained and on the part of the lessee to be observed and performed up to the expiration of the said term hereby granted the lessor will upon the request and at the expense of the lessee forthwith execute and deliver to the lessee a renewed lease of the said premises for the further term of nine hundred and ninety-

nine years at the same yearly and acreage rents and under and subject to the same covenants provisions and agreements including this present covenant as are herein contained if and whenever any dispute or question shall arise between the lessor and lessee touching these presents or anything herein contained or the construction hereof or the rights duties or liabilites of either party in relation to the premises the matter in difference shall be referred to two arbitrators or their umpire pursuant to and so as with regard to the mode and consequence of the reference and in all other respects to conform to the provisions in that behalf of the Code of Civil Procedure 1882 of the Legislative Council of India or any then subsisting statutory modification thereof. In witness whereof Vembaukum Ramiengar, Esq., C.S.I., Dewan of His Highness the Maharajah of Travancore by order and direction of the Government of His Highness the said Maharajah and John Child Hannyngton, Esq., Resident of Travancore and Cochin by order and direction of the Right Honourable the Governor in Council of Fort St. George acting for and on behalf of the Right Honourable the Secretary of State for India in Council have hereunto set their respective hands and seals the day and year first above written.

Signed, sealed and delivered by the above named Vembaukum Ramiengar in the presence of—

K. K. KARUNLA, V. RAMIENGAR.

Maramut Secretary, Travancore Sircar.

J. H. PRINCE,

Ag. Head Sircar Vakil,

Travancore Government.

Signed, sealed and delivered by the above named John Child Hannyngton in the presence of—

K. K. KARUNLA, J. C. HANNYNGTON.

Maramut Secretary, Travancore Sircar.

J. H. PRINCE,

Ag. Head Sircar Vakil,

Travancore Government.

MEMORANDUM.

The land referred to in the foregoing deed as demised by the lessor to the lessee is situate on both sides of the Periaur river as shown in the map hereto annexed* and colored blue, and lies within the Thodupulay and Chengunnoor taluks of the Travancore State, and is bounded as in the said deed is described.

V. RAMIENGAR.

J. C. HANNYNGTON.

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* Not reproduced.

No. IX.

AGREEMENT entered into by the MAHARAJAH of TRAVANCORE regarding the cession of jurisdiction on the TRAVANCORE portion of the SHORANUR-COCHIN RAILWAY,—1899.

I, Rama Varma, Maharajah of Travancore, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State which are, or may hereafter be, occupied by the Shoranur-Cochin railway (including all lands occupied for stations, for out-buildings, and for other railway purposes), and over all persons and things whatsoever within the said lands.

RAMA VARMA,
Maharaja of Travancore.

TRIVANDRUM;
17th October 1899.

No. X.

AGREEMENT entered into by the MAHARAJAH of TRAVANCORE regarding the cession of jurisdiction on the TRAVANCORE portion of the TINNEVELLY-QUILON RAILWAY,—1899.

I, Rama Varma, Maharajah of Travancore, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State which are, or may hereafter be, occupied by the Tinnevelly-Quilon railway (including all lands occupied for stations, for out-buildings, and for other railway purposes), and over all persons and things whatsoever within the said lands.

RAMA VARMA,
Maharajah of Travancore.

PALACE, TRIVANDRUM;
21st November 1899.

No. XI.

LETTER from the GOVERNMENT of INDIA, FINANCE and COMMERCE DEPARTMENT, to the SECRETARY to the GOVERNMENT of MADRAS, REVENUE DEPARTMENT, dated 6th May 1901, No. 2400-S. R.

I am directed to acknowledge the receipt of your letter No. 277 (Revenue), dated the 3rd April 1901, requesting sanction to a proposal to export annually 4,000 maunds of salt, free of duty, from the factories at Tuticorin to West Yellopetti, in the Travancore State, under the following conditions:—

(i) that the salt shall be carried in sealed bags and weighed on arrival;
(ii) that double duty shall be levied on short deliveries, an allowance of one and a half per cent. being made for wastage; and
(iii) that this duty shall be credited to the British Government

2. I am to say that the Governor-General in Council sanctions the proposal,

No. XII.

LEASE by the TRAVANCORE DARBAR to the BRITISH GOVERNMENT of the TRIVANDRUM RESIDENCY,—1910.

This indenture made the fifth day of July one thousand nine hundred and ten between the State of Travancore (hereinafter called the lessor) of the one part and the Right Honourable the Secretary of State for India in Council (hereinafter called the lessee which expression where the context so admits shall include his successors in office) of the other part witnesseth that in consideration of the rent hereinafter reserved and of the covenants by the lessee hereinafter contained the lessor doth hereby demise and lease unto the lessee all those seven pieces or parcels of land more particularly described in the schedule hereunder written and delineated in the map* or plan hereto annexed and thereon surrounded by green lines together with all buildings and erections thereon and all rights easements and appurtenances to the said several pieces or parcels of land respectively belonging or reputed to belong or usually held or enjoyed therewith to have and to hold all the premises hereinbefore expressed to be hereby demised and leased unto the lessee in perpetuity from the first day of Malayalam Era one thousand and eighty-five corresponding to the sixteenth day of August one thousand nine hundred and nine free from payment of all rates and taxes Yielding and Paying therefor during the said demise the yearly rent of seven thousand and two hundred rupees payable in four equal instalments on or before the fifteenth day of January the fifteenth day of April the fifteenth day of July and the fifteenth day of October in each year into the Darbar's Huzur Treasury at Trivandrum the first of such instalments to be paid on or before the fifteenth day of January one thousand nine hundred and ten and the proportionate rent for the period from the sixteenth day of August one thousand nine hundred and nine to thirtieth September one thousand nine hundred and nine inclusive to be paid at the said Treasury on or before the fifteenth day of October one thousand nine hundred and nine and each of the said payments to be made clear of all deductions and yielding and paying in like manner at the times aforesaid the additional yearly rent of four rupees for every one hundred rupees (and so in proportion for any less sum) which during the currency of these presents shall be expended by the lessor at the request of the lessee in adding to or altering any of the buildings on the premises hereby demised the said additional rent to commence and be computed from such one of the said quarterly days of payments as shall immediately succeed the period at which such additions or alterations shall have been completed and the first payment thereof to be made on the next succeeding quarterly day of payment and the lessee doth hereby covenant with the lessor that the lessee will during the said demise pay the said rents hereinbefore reserved at the times and place and in the manner hereinbefore appointed for payment thereof clear of all deductions and will at the lessee's own expense during the said demise as often as need shall be and without being thereunto required maintain and keep in good and substantial

* Not reproduced.

repair and condition the buildings and erections including any additional buildings, which may be erected by the lessor under the covenant on that behalf hereinafter contained on the said demised premises the said repairs being carried out by the local Public Works Department of the lessor and will not assign underlet or part with the possession of the said demised premises or any portion thereof during the said demise and the lessor doth hereby covenant with the lessee that the lessee paying the said rent hereby reserved and observing and performing the covenant by the lessee herein contained may peacefully hold and enjoy the said demised premises during the said demise without any interruption by the lessor or any person or persons lawfully or equitably claiming from or under the lessor and that the lessor will whenever thereunto required by notice in writing by the lessee forthwith at his own expense erect construct and carry out all such additional buildings and alterations of the buildings (including any additional buildings to be erected under this covenant) on the demised premises as shall be specified in such notice, and further that it shall be lawful for the lessee at his own expense at any time during the currency of these presents to erect any additional buildings upon the premises hereby demised and if the lessee shall think fit to pull down and remove the same.

In witness whereof Perungavur Rajagopalacharriar the Diwan of Travancore acting for and on behalf of the Lessor and Sir William Stevenson Meyer, K.C.I.E., Chief Secretary to the Government of Madras by order and direction of the Governor in Council of Fort Saint George acting for and on behalf of the lessee have hereunto set their respective hands and seals the day and year first above written.

The Schedule above referred to—

Place.	Survey numbers comprising them.	Area as found on careful computation.	Boundaries.			
			North.	East.	South.	West.
1. Residency bungalow and office.	880	Acs. 20·87	925, road	878, road	879, road	881, road
2. Assistant Resident's bungalow	1,196	5·57	879, 885, road	1,197 1,198 1,208	1,195 1,194 1,176	1,176 1,175 1,174
3. Residency Manager's quarters 4. Residency Superintendent's quarters.	953	0·60 0·39 0·99	997	953, road	959, road	955 954
5. Residency hospital 6. Hospital Assistant's quarters	998	1·4	998	952, road	997	996
7. Syce's quarters	994	·17	943	945, road	925	944

Signed, sealed and delivered by the above named Perungavur Rajagopalacharriar in the presence of—

P. RAJAGOPALACHARRIAR.

A. J. VIEYRA,

Chief Secretary to Travancore Government.

K. NARAYANA PANDALAY,

Assistant Secretary to the Travancore Government.

Signed, sealed and delivered by the above named Sir William Stevenson Meyer in the presence of—

W. S. MEYER.

A. G. CARDEW,

Secretary to Government,

Revenue Department.

L. M. WYNCH,

Acting Secretary to Government,

Local and Municipal Department.

No. XIII.

INDENTURE concluded between the TRAVANCORE STATE and the SECRETARY of STATE FOR INDIA in COUNCIL for the LEASE of land in KORANDAKAD on the HIGH RANGE for a RESIDENCY,—1913.

This Indenture made the nineteenth day of December one thousand nine hundred and thirteen between the State of Travancore hereinafter called "the Lessor" of the one part and the Right Honourable the Secretary of State for India in Council hereinafter called "the Lessee" (which expression where the context admits shall include his successors and assigns) of the other part witnesseth that in consideration of the rent hereinafter reserved and of the covenants by the lessee hereinafter contained the lessor doth hereby demise and lease unto the lessee all that piece or parcel of land bearing survey Number 23/4 situate in Korandakad on the High Range in the state of Travancore and more particularly described in the schedule hereunder written and delineated on the plan hereto annexed* and thereon surrounded by a green line and all rights easements and appurtenance to the demised premises appertaining or with the same held to have and to hold the premises hereby demised and leased unto the lessee in perpetuity from the first day of Chingam of Malayalam Era 1089 corresponding to the sixteenth day of August one thousand nine hundred and thirteen free from payment of all rates and taxes

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* Not reproduced.

Yielding and Paying therefor during the said demise the yearly rent of six rupees and seven annas into the Darbar's Huzur Treasury at Trivandrum the first of such payments to be made on or before the fifteenth day of October one thousand nine hundred and fourteen and each subsequent yearly payment to be made on or before the fifteenth day of October in each year such payments to be made clear of all deductions and the lessee hereby covenants with the lessor.

(1) That the lessee will pay to the lessor the said rent hereby reserved on the days and in manner hereinbefore appointed for payment thereof clear of all deductions.

(2) That the lessee shall not assign or underlet or part with the possession of the demised premises or any part thereof during the said demise.

And the lessor hereby covenants with the lessee that the lessee paying the rent hereby reserved and performing and observing the covenants on the lessee's part herein contained may peaceably hold and enjoy the demised premises during the said demise without any interruption or disturbance by the lessor or any person or persons lawfully claiming from or under the lessor and that it shall be lawful for the lessee at his own expense at any time during the said demise to erect any buildings upon the demised premises and if the lessee shall think fit to pull down and remove the same and all buildings already erected thereon by the lessee.

In witness whereof Dewan Bahadur P. Rajagopalachari, C.I.E., the Dewan of Travancore acting on behalf of the lessor and the Honourable Mr. William Ogilvie Horne, C.S.I., Acting Chief Secretary to the Government of Madras by order and direction of the Governor in Council of Fort Saint George acting for and on behalf of the lessee have hereunto set their respective hands and seals the day and year first above written.

The Schedule above referred to.

All that piece or parcel of land bearing Survey No. 23/4 situate in Korandakad on the High Range within the Kannan Devan Hills Produce Company's concession and bounded on the north by Survey No. 23/5 grass land occupied by the Kannan Devan Hills Produce Company, Limited, on the east by Survey Nos. 23/5 and 23/3 grass land occupied by the Kannan Devan Hills Produce Company, Limited, on the south by Survey Nos. 23/3 grass land occupied by the Kannan Devan Hills Produce Company, Limited, and on the west by Survey No. 23/5 grass land occupied by the Kannan Devan Hills Produce Company, Limited, and containing by admeasurement 6·44 acres.

Signed, sealed and delivered by the above named P. Rajagopalachari in the presence of—

P. RAJAGOPALACHARI.

M. RAJA VARMA,

Under Secretary to Travancore Government.

R. KRISHNA PILLAI,

Under Secretary to Travancore Government.

8. The South Indian Railway Company on behalf of the Secretary of State shall as far as possible purchase wooden sleepers required for the Extension from the Darbar.

9. The Darbar agrees to allow to the British Indian Government for supervision and control over the Extension, a sum of Rupees forty per mile per half year.

10. The "Net Revenue Receipts" of the Travancore Branch shall be deemed to include the net revenue receipts, if any, of the Extension.

11. No interest shall be paid on the capital of the Extension, unless and until the net revenue receipts of the Travancore Branch are sufficient to cover the interest charges payable on the capital of the original line, and thereafter only to such extent but subject to a limit of 4 per cent. on the capital of the Extension, as such net revenue receipts may exceed the interest on the capital of the original line.

12. The Net Revenue Receipts of the Travancore Branch shall, in the first place, be devoted to paying the interest charges due on the original line, and, should such Net Revenue Receipts not suffice to pay the full interest due on the capital of the original line, the deficit shall be made good by the Travancore Darbar and the Secretary of State in accordance with the arrangement come to between the Secretary of State and the Darbar in 1899.

13. Any surplus of Net Revenue Receipts over and above the sum required to pay interest charges on the capital of the original line, shall, in the next place, be utilised in paying interest on the capital of the Extension up to, but not exceeding a sum equal to 4 per cent. on the capital of the Extension.

14. Any residue of Net Revenue Receipts, after paying the interest charges as above, shall be divided between the Travancore Darbar and the Secretary of State in accordance with the arrangement come to between the Secretary of State and the Darbar in 1899.

15. The Darbar shall cede to the British Indian Government full jurisdiction over the lands to be occupied by the Quilon-Trivandrum Extension of the line.

The 21st March 1914.

No. XV.

DEED executed by HIS HIGHNESS the MAHARAJA OF TRAVANCORE ceding full and exclusive POWER and JURISDICTION to the BRITISH GOVERNMENT over the lands occupied by the QUILON-TRIVANDRUM EXTENSION of the TINNEVELLY-QUILON RAILWAY,—1914.

I, Rama Varma, Maharaja of Travancore, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State which are, or may hereafter be, occupied by the Quilon-Trivandrum Extension of the Tinnevelly-Quilon (Travancore) Railway (including all lands

occupied for stations, for out-buildings and for other railway purposes) and over all persons and things whatsoever within the said lands.

RAMA VARMA,
Maharaja of Travancore.

THE PALACE;
Trivandrum, 1st April 1914.

No. XVI.

AGREEMENT between HIS HIGHNESS THE MAHARAJA OF TRAVANCORE and the SECRETARY OF STATE FOR INDIA in regard to the revenue administration of LIQUOR, OPIUM, SALT, CUSTOMS and FERRIES in the British enclaves of ANJENGO and TANGASSERI,—1918.

This Indenture made with effect from the first day of July one thousand nine hundred and eighteen between the Right Honourable the Secretary of State for India in Council (hereinafter referred to as the Lessor) of the one part and His Highness the Maharaja of Travancore (hereinafter called the Lessee) of the other part.

Witnesseth as follows (that is to say) :—

In consideration of the rents and covenants hereinafter reserved and contained the Lessor hereby demises into the Lessee—

1. the exclusive privilege of importation, manufacture and sale of all kinds of liquor in the District of Anjengo, comprising the two settlements of Anjengo and Tangasseri ;
2. the exclusive privilege of importing and selling opium in the said settlements ;
3. the exclusive privilege of manufacturing and supplying salt in the said settlements ;
4. the privilege of collecting the customs, if any, leviable under the British Law in the said settlements ; and
5. the exclusive privilege of collecting the revenue from the " Mirankadavu and Chempavu ferries " in the settlement of Anjengo.

To hold the same unto the Lessee for the term of one year from the 1st day of July 1918 to the 30th day of June 1919 paying therefor the sum of Rs. 10,000 (hereinafter referred to as the rent) on or before the 1st day of December 1918 into the Resident's Treasury.

II. The Lessee hereby covenants with the Lessor :—

I. that he will pay to the Lessor the said rent of Rs. 10,000 without any deductions within the period and at the place aforesaid ;

2. that the Lessee will exercise the privileges under clauses (1) and (2) of paragraph 1 of this lease in accordance with the provisions of all law and regulations of the Government of India for the time being in force in the said settlements;

3. that neither the Lessee nor his agents shall at any time during the said term exercise any rights or privileges other than those expressly demised by these presents;

4. that the Lessee will at the end or sooner determination of the said term cease to exercise all and every of the said rights and privileges.

III. The Lessor hereby covenants with the Lessee :—

1. that the Lessor and his officers will aid and support the Lessee so far as he or they is or are authorised by law so to do in the exercise of the rights and privileges conferred under this lease;

2. that the Lessee paying the said rent and observing the covenants hereinbefore reserved and expressed shall peaceably and quietly enjoy the said rights and privileges and shall not be disturbed by any lawful act of the Lessor or by any person claiming under the Lessor.

IV. It is hereby agreed that if the Lessee commits any breach of the covenants on his part hereinbefore contained or if the said rent hereinbefore reserved or any part thereof shall remain unpaid after the 1st day of December 1918 it shall be lawful for the Lessor to give to the Lessee notice in writing determining the term hereby granted and thereupon to resume possession of the whole of the demised privileges provided always that such determination shall not in any way release the Lessee from payment of any part of the said sum of Rs. 10,000 hereinbefore referred to.

In witness whereof H. L. Braidwood, Esquire, I.C.S., the Resident in Travancore and Cochin, acting for and on behalf of the Governor of Fort St. George in Council acting for and on behalf of the Secretary of State for India in Council and M. R. Ry. Diwan Bahadur M. Krishnan Nair Avergal, Dewan acting for and on behalf of the Government of His Highness the Maharaja of Travancore have hereunto set their respective hands and seals the sixth day of July One thousand nine hundred and eighteen.

Signed, sealed and delivered by the said—

H. L. BRAIDWOOD.

In the presence of—

G. R. F. TOTTENHAM.

Signed, sealed and delivered by the said—

M. KRISHNAN NAIR.

In the presence of—

R. RAMALINGA AYYAR,

Assistant Secretary.

No. XVII.

SUPPLEMENT to the INDENTURE made between the TRAVANCORE STATE and the SECRETARY OF STATE FOR INDIA in respect of the LEASE of the RESIDENCY BUNGALOW and PREMISES, the ASSISTANT RESIDENT'S BUNGALOW and PREMISES, etc., at TRIVANDRUM,—1919.

Whereas the above written Indenture provides that the Lessee shall pay an additional yearly rent of four rupees for every hundred rupees expended by the Lessor at the request of the Lessee in adding to or altering any of the buildings on the premises thereby demised.

And whereas the Lessor at the request of the Lessee demolished the old syce's quarters being item seven in the schedule above written and spent One thousand one hundred and fourteen rupees towards the cost of the construction of quarters thereon for the Junior Sub-Assistant Surgeon of the Residency Hospital at Trivandrum.

Now the Lessee hereby covenants and agrees to pay to the Lessor the yearly additional rent of forty-four rupees being at the rate of four per cent. on the sum of One thousand one hundred and fourteen rupees from the seventeenth day of August one thousand nine hundred and fifteen at the time and place and in manner in the above written Indenture provided.

It is understood and agreed that the following works constructed originally out of maintenance funds were constructed at the request and expense of the Lessee.

	Rs.	A.	P.
(1) Providing Latrine for the Superintendent and the Manager's Quarters	173	12	0
(2) Tiling the Portico in the Assistant Resident's Bungalow . .	841	0	0
(3) Constructing a small Portico in the Sub-Assistant Surgeon's Quarters, Residency Hospital	90	0	0
Total .	1,104	12	0

Dated this thirteenth day of March One thousand nine hundred and nineteen.

M. KRISHNAN NAIR.

Signed, sealed and delivered by Dewan Bahadur M. Krishnan Nair, Dewan of Travancore, in the presence of—

R. MAHADEVA AIYAR,
Chief Secretary, Travancore Government.

S. PARAMESWARA AIYAR,
Assistant Secretary, Travancore Government.

C. G. TODHUNTER.

Signed, sealed and delivered by Charles George Todhunter, in the presence of—

C. V. RANGACHARI,
Superintendent, Political Department.

C. R. SRINIVASA RAO,
Superintendent, Financial Department.

No. XVIII

SUMMARY OF POINTS agreed upon by the GOVERNMENT OF INDIA, the MADRAS GOVERNMENT and the DARBARS of TRAVANCORE and COCHIN for the DEVELOPMENT OF COCHIN HARBOUR,—1925.

The parties concerned are the Government of India, the Government of Madras, the Cochin Darbar, the Travancore Darbar and the Harbour Authority.

2. The scheme will be divided into four stages. The first stage includes the work already done and paid for by the Government of Madras in connection with investigation and protective works.

The second stage includes the work done in connection with the experiment in cutting the bar.

The third stage will include all works subsequent to the first and second stages which the Harbour Authority is able to finance out of its revenues, and will, it is hoped, extend to the point at which it becomes a regular practice for ocean-going steamers to enter the bar and discharge at moorings inside the backwater.

The fourth stage will include all further works that may be found necessary for the conversion of the harbour into a really important port.

3. The Madras Government have spent a sum of Rs. 2,29,994 upon the first stage, which has been entered in the accounts as a grant to the Harbour Authority. It is agreed that the Travancore and Cochin Darbars should each reimburse to the Government of Madras one-third of this amount if the experiment is declared to be a success.

4. The second stage has been completed at a cost of about Rs. 8,96,199, towards which the Government of Madras and the Cochin and Travancore Darbars have each paid Rs. 3 lakhs. The excess of Rs. 3,801 will be retained by the Harbour Authority to meet any further claims that may arise in connection with the work. If and when the port is declared a major port, the Government of India will reimburse to the Government of Madras the principal amount of the expenditure incurred by them on the second stage but will not pay interest on this amount.

5. The third stage will include the expenditure already undertaken by the Harbour Authority upon the making of a dry dock for the dredgers and such further expenditure as the Harbour Authority may find itself able to finance out of dues on goods entering and leaving the harbour. To assist in the financing of this stage the Government of Madras will advance money to the Harbour Authority at a rate slightly above the rate current for Government of India loans and subject to payment of interest half-yearly from the date of advance. If and when the port is declared a major port, the Government of India will reimburse to the Government of Madras the outstanding principal of the loan advanced by the Government of Madras to finance the third stage.

6. The fourth stage must probably be financed in the first instance by money provided by the Government of Madras and the two Darbars. If and when the port is declared a major port, the Government of India will reimburse to the Government of Madras the principal amount of the loan advanced by the Government of Madras to finance the fourth stage. The Government of India, however, reserve for future consideration the question whether they will also reimburse to the Government of Madras any interest paid by the Government of Madras on any such loan.

7. If the experiment in opening the bar does not result in showing that it is possible to bring vessels into the harbour where they can discharge at moorings, the amount spent upon it will be written-off by the parties concerned.

8. On the other hand, should the experiment prove a success, with effect from the 1st April next following the date when it becomes the regular practice for ocean-going steamers to enter the bar and discharge at moorings inside the backwater, the division of the net customs revenue, which is at present made between the Cochin Darbar and the Government of India, will be changed into a division into three equal parts between the Government of India, the Cochin Darbar and the Travancore Darbar. This division will apply to all import and export duties collected at the British port of Cochin and in any port in Cochin territory and to all the import duties collected at any port on the backwaters in Travancore territory, that is, from Quilon to Munnambam, both inclusive. For the purpose of this division, the two Darbars will adopt whatever rates of duty may be imposed in British India, and the net collections at those rates will, after deducting cost of collection, be divided into three equal parts between the British Government and the two Darbars. But all export duties at the ports and land customs stations of Travancore will, as at present, be collected and retained by the Travancore Darbar. Also the arrangement for the division of the export duty on tea between the Travancore Darbar and the British Government will continue as at present.

NOTE.—By net customs revenue is meant the gross customs revenue after deducting refunds, drawbacks, the cost of the customs establishment (including contingencies, supplies and services and leave and pension contributions), interest on the capital cost of the customs buildings, including repairs, and a share of the controlling establishment.

9. With effect from the 1st April following the year in which the total aggregate sea-borne trade of the port, import or export, foreign or coast, shall have

arisen on an average for three years to a figure of 15 crores of rupees per annum, the port will be declared to be a major port and pass under the control of the Government of India.

10. The Harbour Authority shall pay rent assessed at 5 per cent. on their capital value for all lands, buildings or material assets handed over to it by the Government of Madras or the two Darbars for the use of harbour works or otherwise. It will be open to the Government of Madras or the two Darbars to take back at their option lands, buildings or material assets so rented if they are required for State purposes provided such resumption does not interfere with the working of the port.

11. The above provision will be applied with certain modifications to the case of the land to be reclaimed adjacent to the Vendurutbi Island. This land will be reclaimed by the Harbour Authority, but the cost of the reclamation will be paid by the Cochin Darbar, provided that the total extent of the area reclaimed shall not, unless the Darbar so desire, exceed by more than 150 acres the area reclaimed for harbour purposes. The Harbour Authority will be entitled to use for harbour purposes any of the reclaimed lands which are required for such purposes on payment to the Cochin Darbar of interest at the rate of 5 per cent., per annum on the cost of reclamation of the area so used. The management of any land reclaimed in excess of the area required for harbour purposes will be entrusted by the Cochin Darbar to the Harbour Authority subject to the following conditions :—

(*a*) The Harbour Authority will be entitled to use free of charge any area of these lands not exceeding 5 per cent. of the whole for roads and similar administrative purposes. The roads will be constructed by the Cochin Darbar and the cost of their construction accounted for as part of the cost of reclamation. The cost of their maintenance, unless it is taken over by another local authority, will be part of the cost of management of the lands.

(*b*) The Harbour Authority will guarantee to the Cochin Darbar interest at the rate of 5 per cent. per annum on the cost of the reclamation of the area in question, excluding the portion of the area utilized for roads and other administrative purposes, but including the cost of making the roads.

(*c*) If the total net return from the lands (after deducting the cost of maintenance of the roads, if that is borne by the Harbour Authority) exceeds the 5 per cent. guaranteed to the Darbar under clause (*b*) above, the excess shall be distributed as follows : *viz.*, 3 per cent. to the Harbour Authority for cost of collection and 5 per cent. as bonus, and the remainder to the Cochin Darbar.

Nothing in this paragraph shall prevent the Cochin Darbar from reclaiming lands adjacent to any portion of the Vendurutbi Island against which no reclama-

tion by the Harbour Authority has been made or is proposed, provided that such reclamation in no way affects the harbour channels or other works.

In the event of any dispute as to the sufficiency of the return obtained from the lands dealt with in this paragraph, the Cochin Darbar will have a right of appeal to the Government of India.

12. If at any time a difference of opinion arises as to the interpretation of any term or clause of this agreement, the question in issue shall be referred for settlement to the Government of India, whose decision shall be final.

J. A. THORNE,
Collector and President,
Cochin Port Conservancy Board.

P. F. C. JOURDAIN,
Vice-Chairman,
Cochin Port Conservancy Board.

RAMA VARMAH,
Maharaja of Cochin.

SETU LAKSHMI BAYE,
Maharani Regent of Travancore.

C. W. E. COTTON,
Agent to the Governor-General,
Madras States.

GOSCHEN,
Governor of Madras.

Approved and confirmed by the Government of India.

D. T. CHADWICK,
Secretary to the Government of India
in the Commerce Department.

The 23rd July 1925.

No. XIX.

DEED executed by the TRAVANCORE DARBAR ceding to the BRITISH GOVERNMENT full POWER and JURISDICTION over the lands in the State occupied by the TRIVANDRUM TOWN EXTENSION of the QUILON-TRIVANDRUM RAILWAY,—1927.

I, Sethu Lakshmi Baye, Maharani Regent of Travancore, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State which are, or may hereafter be, occupied by the Trivandrum Town Extension of the Quilon-Trivandrum Railway (including all lands occupied for stations, for out-buildings and for other railway purposes) and over all persons and things whatsoever within the said lands.

THE PALACE;
Trivandrum, 4th December 1927.

SETHU LAKSHMI BAYE,
Maharani Regent of Travancore.

No. XX.

TREATY concluded with the RAJAH of COCHIN in 1791.

Parampadapoo Valea Ramavarmah, Rajah of Cochin, having solicited an alliance with the Honourable United English East India Company, which the Honourable the Governor in Council of Madras has accepted of, on condition that the said Rajah shall throw off all allegiance to Tippoo Sultan, and become tributary to the said Honourable Company; Mr. George Powney, on behalf of the Honourable the Governor in Council of Madras, has settled with the above said Rajah this Treaty, consisting of nine Articles.

ARTICLE 1.

It is agreed that Rajah Ramavarmah of Cochin shall not swerve from the conditions of this Treaty, and shall faithfully adhere to them without diminution or reserve.

ARTICLE 2.

That the Honourable Company's forces shall assist Ramavarmah Rajah to recover the possessions wrested from him by Tippoo Sultan, and shall render him independent of him.

ARTICLE 3.

That upon the said possessions or districts which are underwritten being recovered, Ramavarmah Rajah shall be put in full possession of them.

Names of the Districts wrested from the Rajah.

In the district of Nandevalam the following dependencies:—
Mookanapooram and Irjanacoodel. Maperanum.
Kodashery. Pooducadoo.

In the district of Paravanttaney the following dependencies:—
Treshour. Paragom and Parumanum.
Paravanttaney. Yennamakel.

Chettalipillee.

The district of Tallapellie. The district of Parattoo Vedee.
The district of Mooblurkarah. The village of Tekkamangalum.

The district of Kawrolapar.

In the district of Palyghatchery:—
Two hills called Temmalapooram. Vadamalapooram.

Between these districts:—
Kodagara Nandoo. Naledasum.

In the district of Chetwan and Manapooram:—
Padanittaulum. Kanrah.

Threparate.

The village of Cranganore. Trevangahadum Church.

Yada Turtie.

ARTICLE 4.

That upon Ramavarmah Rajah being in possession of the abovementioned districts he shall become tributary to the Honourable United English East India Company, and shall pay to the representative or delegate of the Honourable Governor in Council of Madras a yearly tribute, in the following manner:—for the first year he possesses the aforementioned districts, seventy thousand Rupees; the second year, eighty thousand Rupees; the third year, ninety thousand Rupees; and the fourth year, one hundred thousand Rupees; and ever after the last mentioned sum (Rupees 1,00,000) shall be annually paid by him. The yearly tribute shall be made in equal quarterly payments

ARTICLE 5.

That in the event of any claim being preferred by any Rajah to the place and districts above mentioned within five years after the date of this Treaty, it shall be entitled to a fair and impartial discussion, and be subject to the final decision of the Honourable English East India Company's Government.

ARTICLE 6.

That in consideration of a Treaty which subsists between the Honourable Dutch East India Company and the Rajah Ramavarmah of Cochin, the Honourable Governor in Council of Madras, not wishing to enter into any condition which may not be compatible with the spirit of the Treaty subsisting between the above mentioned parties, it is agreed that Rajah Ramavarmah shall become tributary to the Honourable English East India Company only for those districts and places before recited which were in the possession of Tippoo Sultan, and for which the said Rajah paid him tribute, and with which the Honourable Dutch Company have no concern.

ARTICLE 7.

That the Rajah Ramavarmah shall exercise a complete and uncontrolled authority over the aforementioned possessions, under the acknowledged sovereignty of the Honourable English Company.

ARTICLE 8.

The Honourable English East India Company relying on the constancy and firmness of Rajah Ramavarmah's alliance and vassalage, and his continuing faithful to these engagements, it is agreed that no further demands shall be made upon him, and he shall receive that protection which the Honourable English East India Company always give to their faithful tributaries and allies.

ARTICLE 9.

It is agreed that this Treaty shall be considered to have effect from the time (25th September 1790) Rajah Ramavarmah regained possession, by power of

the Honourable Company's arms, of the districts and places wrested from him by Tippoo Sultan, and that from that period the said Rajah shall commence to pay the tribute mentioned in the 4th Article of this Treaty.

MARK AND SEAL OF THE RAJAH.

Cochin, 6th January 1791.

We, the President and Council of Fort St. George, by virtue of the authority vested in us by the Governor-General in Council of Fort William in Bengal, do acknowledge the written copy of the Treaty between the Honourable English East India Company and the Rajah of Cochin and declare it binding upon all the said Company's settlements in India, and have signed and sealed the same in Fort St. George, the 2nd February of the Christian era.

W. MEADOWS.

CHARLES OAKELEY.

JOHN HUDLESTON.

No. XXI.

LEASE of CHETWA ISLAND to the RAJA OF COCHIN for the year 1791 A.D.

Whereas by conquest the Hon'ble East India Company having obtained possession of the Island of Chetwa, the Government of Madras have authorised and directed me, their Resident and Representative, to rent the said Island to Rama Varmah, Raja of Cochin, for one year only for the sum of rupees forty thousand. Be it known therefore in virtue of the powers delegated to me, I, George Powney, do grant from this date the said Island of Chetwa to you on the following conditions for one year only; that you pay as rent for the said Island to the representative of the Madras Government for the above-mentioned period the sum of 40,000 rupees, at the periods and in the manner following:—

	Rs.
In the month of February 1791	13,000
„ „ June „	13,000
„ „ October „	14,000
Total	40,000

That you are not to be remiss in the observation and execution of the duties incumbent on you, and that you are to behave with moderation and kindness to the ryots and people, and to promote the cultivation and produce of the lands.

GEORGE POWNEY,

Resident on the Part of the Madras Government.

Signed and sealed at Cochin on the 26th November 1790.

No. XXII.

TREATY with the RAJAH of COCHIN for the lease of CHETTEWAH MANAPOORAM,—1794.

Whereas by a Treaty of peace concluded between the Honourable Company and Tippoo Sultan on the 16th March 1792, the latter ceded to the former in full sovereignty the province of Malabar; and whereas at the solicitation of the Rajah of Cochin a part of the province, *viz.*, the island Chettewah Manapooram, exclusive of the Cherical lands of Pudewatara, Alum, and Kanru, in which last is the Rajah's temple of Trevangecolum and of the Pagoda Teriparattu, the Honourable the Governor-General in Council has directed shall be leased to the said Rajah for the space of ten years on the terms and conditions hereunder specified, provided they shall be approved and confirmed by the said Governor-General in Council: I, James Stevens, Esquire, supervisor of the province of Malabar, by virtue of the powers entrusted to me by the Honourable George Dick, Esquire, Governor in Council of Bombay, do hereby lease the said island to the abovementioned Rajah of Cochin for the term aforesaid, on the following conditions:—

1st.—That the said Rajah shall pay annually during the terms aforesaid the sum of Rupees thirty thousand clear of all deductions in three instalments, *viz.*, the first of ten thousand Rupees on the 15th of Danoom, or December 28th; the second of the same sum on the 15th Makharom; and the remaining ten thousand at the end of Shingum.

2nd.—That the authority of the judicial courts established by the late Commissioners shall be in force throughout the districts of Chettewah Manapooram.

3rd.—That the collections of the customs shall remain with the Honourable Company's officers, excepting goods belonging to the Rajah, which shall be exempted from duties provided that the Rajah shall certify that such goods on which he claims exemption are *bona fide* his property.

4th.—That in case any complaints shall be made by the inhabitants of Chettewah of oppression by the Rajah or his Karegars, such complaints, when proved, shall be deemed sufficient cause for the lease of the island being cancelled and the agreement of no validity, and of course the collections of the island of Chettewah will be resumed by the Company's officers.

No. XXIII.

TREATY of PERPETUAL FRIENDSHIP and SUBSIDY between the HONOURABLE the ENGLISH EAST INDIA COMPANY BAHADOOR and the RAJAH of COCHIN,—1809.

Whereas an agreement was concluded in the year 1790 between the Honourable East India Company Bahadoor and the late Rajah of Cochin, by which that Rajah was to be put in possession of, and to hold on specific conditions as a tri-

butary of the Honourable Company, certain districts therein enumerated; and Whereas the stipulations of that Treaty having been found insufficient, and the late occurrences in the Cochin territory having rendered it expedient that new engagements should be concluded which shall be calculated to prevent the authority and resources of the Cochin country from being employed in designs hostile to the British interests, and which shall be conducive to the advancement of the prosperity and welfare of both the States: Wherefore the following Articles of a new Treaty between the Honourable Company and the Rajah of Cochin have been agreed upon and settled by the Resident at Travancore, Lieutenant-Colonel Colin Macaulay, being duly vested with authority thereto by the Honourable Sir George Hilaro Barlow, Baronet, Knight of the Most Honourable Order of the Bath, Governor in Council of Fort Saint George, on the part of the Honourable East India Company, and by the Rajah of Cochin for himself and successors, to be binding upon the contracting parties as long as the sun and moon endure.

ARTICLE 1.

The friends and enemies of either of the contracting parties shall be considered as the friends and enemies of both, the Honourable the East India Company Bahadoor engaging to defend and protect the territories of the Rajah of Cochin against all enemies whomsoever.

ARTICLE 2.

In consideration of the stipulations in the preceding Article, the Rajah of Cochin agrees to pay annually to the said Honourable Company, in addition to the usual subsidy of one lakh (1,00,000) of Rupees, a sum equal to the expense of one battalion of native infantry, or Arcot Rupees 1,76,037, making an aggregate annual payment of Arcot Rupees 2,76,037, the amount to be payable in six equal kists, and the payment to commence from the first of May 1809; and it is agreed that the disposal of the said amount, with the distribution of the force to be maintained by it, whether stationed within the territories of the Rajah of Cochin or of the Honourable Company, shall be left entirely to the Company.

ARTICLE 3.

Should it become necessary to employ a larger force for the defence and protection of the Cochin territories against foreign invasion than is stipulated for by the preceding Article, the Rajah of Cochin agrees to contribute towards the discharge of the increased expense thereby incurred such a sum as shall appear to the Governor in Council of Fort Saint George, on an attentive consideration of the means of the said Rajah, to bear a just and reasonable proportion to the actual net revenues of the said Rajah.

ARTICLE 4.

And whereas it is indispensably necessary that effectual and lasting security should be provided against any failure in the funds destined to defray either the

expenses of the permanent military force in time of peace, or the extraordinary expenses described in the third Article of the present Treaty, it is hereby stipulated and agreed between the contracting parties that whenever the Governor in Council of Fort Saint George shall have reason to apprehend such failure in the funds so destined, the said Governor in Council shall be at liberty and shall have full power and right either to introduce such regulations and ordinances as he shall deem expedient for the internal management and collection of the revenues, or for the better ordering of any other branch or department of the Rajah of Cochin, or to assume and bring under the direct management of the servants of the said Company Bahadoor such part or parts of the territorial possessions of the Rajah of Cochin as shall appear to him, the said Governor in Council, necessary to render the funds efficient and available either in time of peace or war.

ARTICLE 5.

And it is hereby further agreed that whenever the said Governor in Council shall signify to the said Rajah of Cochin that it is become necessary to carry into effect the provisions of the fourth Article, the said Rajah shall immediately issue orders to the Karegars or other officers, either for carrying into effect the said regulations and ordinances according to the tenor of the fourth Article, or for placing the territories required under the exclusive authority and control of the English Company Bahadoor; and in case the said Rajah shall not issue such orders within ten days from the time when the application shall have been formally made to him, then the said Governor in Council shall be at liberty to issue orders by his own authority either for carrying into effect the said regulations and ordinances, or for assuming the management and collection of the revenue of the said territories, as he shall judge most expedient for the purpose of securing the efficiency of the said military funds, and of providing for the effectual protection of the country and the welfare of the people: Provided always that whenever and so long as any part or parts of the said Rajah's territories shall be placed and shall remain under the exclusive authority and control of the said East India Company, the Governor in Council shall render to the Rajah a true and faithful account of the revenues and produce of the territories so assumed: Provided also that in no case whatever shall the said Rajah's actual receipt of annual income, arising out of his territorial revenues, be less than the sum of thirty five thousand Rupees, together with one-fifth part of the net revenues of the whole of his territories; which sum of thirty thousand Rupees, together with the amount of one-fifth of the said net revenues, the East India Company engages at all times and in every possible case to secure and cause to be paid for the use of the said Rajah.

ARTICLE 6.

The Rajah of Cochin engages that he will be guided by a sincere and cordial attention to the relations of peace and amity established between the English Company Bahadoor and their allies; and that he will carefully abstain from any interference in the affairs of any State in alliance with the said English Company

Bahadoor, or of any State whatever; and for securing the object of this stipulation it is further stipulated and agreed that no communication or correspondence with any foreign State whatever shall be holden by the said Rajah, without the previous knowledge and sanction of the said English Company Bahadoor.

ARTICLE 7.

The Rajah of Cochin stipulates and agrees that he will not admit any European foreigners into his service without the concurrence of the English Company Bahadoor, and that he will apprehend and deliver to the Company's Government all Europeans, of whatever description, who shall be found within the territories of the said Rajah without regular passports from the English Government: it being the said Rajah's determined resolution not to suffer even for a day any European foreigners to remain within the territories now subjected to his authority, unless by consent of the said Company.

ARTICLE 8.

Whereas the complete protection of the said Rajah's territories may require that such fortresses as are situated within the said territories should be dismantled, or garrisoned, as well in time of peace as of war, by British troops and officers; the said Rajah hereby engages that the said English Company Bahadoor shall at all times be at liberty to dismantle or garrison, in whatever manner they may judge proper, such fortresses and strong places within the territories of the said Rajah as it shall appear to them advisable to take charge of.

ARTICLE 9.

The Rajah of Cochin hereby promises to pay at all times the utmost attention to such advice as the English Government shall occasionally judge it necessary to offer to him, with a view to the economy of his finances, the better collection of his revenues, the administration of justice, the extension of commerce, the encouragement of trade, agriculture, and industry, or any other objects connected with the advancement of the interests of the said Rajah, the happiness of his people, and mutual welfare of both States.

ARTICLE 10.

This Treaty, consisting of ten Articles, being this day, the sixth day of May 1809, settled and concluded at the palace of Anjekanall, near Cochin, by Lieutenant-Colonel Colin Macaulay, Resident at Travancore, on the one part, on behalf and in the name of the Honourable Sir George Hilaro Barlow, Baronet, and Knight of the Most Honourable Order of the Bath, Governor in Council of Fort Saint George, on the part of the Honourable English East India Company; and on the other part by the Rajah of Cochin, for himself and successors; the Lieutenant-Colonel aforesaid has delivered to the said Rajah one copy of the same in English and Tamul, signed and sealed by him, and the said Rajah has delivered to the Lieutenant-Colonel aforesaid another copy, also in Tamul and English, bearing

his seal and signature; and the aforesaid Lieutenant-Colonel has engaged to procure and deliver to the said Rajah, without delay, a copy of the same under the seal and signature of the Honourable the Governor in Council, on the receipt of which by the said Rajah the present Treaty shall be deemed complete and binding on the Honourable the English East India Company and on the Rajah of Cochin, and the copy of it now delivered to the said Rajah shall be returned.

MARK AND SEAL OF THE RAJAH.

G. H. BARLOW.

W. PETRIE.

T. OAKES.

J. CASAMAJOR.

By the Honourable the Governor in Council.

A. FALCONAR,
Chief Secretary to Government.

Ratified in Council on the 17th October 1809.

MINTO.

G. H. BARLOW.

T. OAKES.

J. CASAMAJOR.

By the Right Honourable the Governor-General in Council.

A. FALCONAR,
Chief Secretary to Government.

No. XXIV.

NOTIFICATION relating to the ADJUSTMENT of BOUNDARIES between the MADRAS PRESIDENCY and the COCHIN STATE.

Fort St. George, 6th October 1870.

Whereas the Government of Fort Saint George and Cochin having mutually agreed to transfer one to the other the outlying portions to their respective territories noted in the margin, it is hereby notified that the deshom of Tekamangalum will henceforth be considered as an integral portion of the British possessions in India, and will form part of the amshom of Perur in the taluq of Walluvanad and district of Malabar, and that the deshoms of Parkallam and Kotai at present in the Ponany taluq of the Malabar district will be included in the territory of the Cochin

1 Tekamangalum, belonging to Cochin Sircar.
2 Parkallam. } Belonging to British Government.
3 Kotai. }

Sircar. The Cochin Sircar have agreed not to raise the assessment on the cultivated lands in the last-mentioned deshoms without the special sanction of the Government of Madras. Waste lands will, however, be assessed as they are brought under cultivation, and land in process of reclamation will be assessed according to the terms of the Cowle-deeds granted by the British Government.

The transfer will date from the 22nd September 1869.

By Order of His Excellency the Governor in Council.

R. A. DALYELL,
Acting Secretary to Government.

No. XXV.

AGREEMENT entered into by the RAJA of COCHIN regarding the cession of JURISDICTION on the COCHIN PORTION of the SHORANUR-COCHIN RAILWAY,—1899.

I, Rama Vurmah, Raja of Cochin, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State, which are, or may hereafter be, occupied by the Shoranur-Cochin Railway (including all lands occupied for stations, for out-buildings, and for other railway purposes), and over all persons and things whatsoever within the said lands.

THE PALACE, TRIPUNITHURAI,
The 22nd day of August 1899.

P. RAJAGOPALA CHARI,
Diwan of Cochin.

RAMA VURMAH,
Raja of Cochin.

No. XXVI.

COCHIN RAILWAY AGREEMENT,—1901.

WORKING AGREEMENT between HIS HIGHNESS SIR RAMA VARMAH, K.C.S.I., RAJAH OF COCHIN and the MADRAS RAILWAY COMPANY.

MEMORANDUM of Agreement made this 1st day of January 1901, between His Highness Sir Rama Varmah, K.C.S.I., Rajah of Cochin, and the Madras Railway Company for the construction, working and maintenance of the Shoranur-Cochin State Railway by the Madras Railway Company.

1. Throughout this agreement, unless otherwise stated or unless there is something repugnant in the context, the following terms are to have the meanings set opposite to each of them respectively, namely—

(a) The word *State* means the State of Cochin.

The word *Company* means the Madras Railway Company.

(*b*) *Traffic* means everything that is carried over the State Railway.

(*c*) *Coaching Traffic* means passengers, horses, carriages, dogs, parcels, luggage and all that is booked at what are commonly known as coaching rates.

(*d*) *Goods Traffic* means coal, minerals, materials and merchandise of all kinds, also cattle, sheep, etc., and all that is booked at what are commonly known as goods rates.

(*e*) *Telegraph Receipts* include all sums received for telegrams, whether State or private.

(*f*) *Capital Expenditure* includes all expenditure of all kinds which under the rules in force from time to time on the Madras Railway would be charged to the Capital account.

(*g*) *Revenue Expenditure* includes all expenditure of all kinds which under the rules in force from time to time on the Madras Railway would be charged to the Revenue account.

(*h*) *Stations* include sidings, platforms, points, sheds, tank-houses, wells, water-columns, signals, approaches, roads, buildings for traffic purposes, dwellings for the traffic station staff, furniture, fittings, lamps and other appliances that are required for working traffic, etc., at stations.

(*i*) *Locomotive Premises* include engine-sheds, ash-pits, running sheds, repairing shops and all other appliances necessary for maintaining rolling-stock in working order.

(*j*) *Rolling-Stock* includes brake-vans, water-tanks, goods and coaching vehicles, and locomotive engines which are necessary for working the traffic of the State Railway.

(*k*) *State Railway* includes all stations, locomotive premises, dwellings for the staff, rolling-stock and the whole of the permanent-way forming part of the Cochin State Railway, which under this agreement will be worked by the Company.

(*l*) *Local Traffic and Telegraph receipts* are those which relate to traffic and telegrams which do not pass off the State Railway, and include the receipts for traffic and telegrams between the junction at Shoranur and any station on the State Railway.

(*m*) *Interchanged Traffic receipts* are the share of the receipts due to the State Railway for traffic which passes between stations of the Madras Railway and beyond, to any station on the State Railway, and *vice versâ*.

(*n*) *Gross Receipts* include the State Railway share of all local and interchanged traffic receipts, all sums received for rent, and all other sums received by the Company on account of the State Railway, including advertisement receipts and refreshment-room profits, sale of unclaimed and damaged goods, licenses to fruit-sellers, etc.

(o) *Madras Railway local traffic* means all traffic booked or invoiced between Shoranur station and any other station on or beyond the Madras Railway.

(p) *Shoranur-Cochin State Railway local traffic* means all traffic booked or invoiced between Shoranur station and any other station on the State Railway.

(q) *Interchanged traffic* means all traffic booked or invoiced between any station, other than Shoranur, of the Madras Railway or beyond that railway and any station other than Shoranur of the State Railway.

(r) *Madras Railway through traffic* means all traffic from any Madras Railway station on one side of Shoranur or beyond, to any Madras Railway station on the other side of Shoranur station or beyond.

(s) *Net earnings* are the balance of gross receipts after deducting payments for working charges including the first contribution to the Madras Railway Provident Institution and the share of interest on Shoranur Joint station, as laid down in clauses 17, 19 and 20.

2. The Company agrees to construct the State Railway making no charge therefor beyond the salaries, allowances and Provident Institution contributions of all staff transferred to or specially engaged for the work; such percentages only will be charged in the manufacture and supply of stores as are charged to the Government of India for work carried out in the Company's workshop or for stores supplied; also such actual out-of-pocket expenses, whether in England or in India, as would not have been incurred but for the Company having agreed to construct the State Railway.

3. The State Railway, with its complete equipment and all conveniences necessary for the working of its traffic, after construction and completion as above will be taken charge of by the Company on the day of its official opening for traffic and from that date and during the currency of this agreement (see clause 4) it will continue to be worked by the Company as part of its own undertaking in all respects as if it actually belonged to the Company, subject only to the same control of the Government through the Consulting Engineer to the Government of Madras as is provided in the Company's own contract with the Secretary of State for India in Council; the intention being that for working purposes the State Railway is to be considered and dealt with exactly as if it were the property of the Company except as to the provision of funds for capital expenditure.

4. This agreement is to remain in force until the termination of the present contract, dated the 2nd January 1871, between the Secretary of State for India in Council and the Company.

5. The State will provide free of cost any land that may at any time be required for the use or extension of the State Railway.

6. The State will also provide all necessary funds that may be required for capital expenditure on the State Railway, and the work will be carried out by

the Government of Madras and the payments defined in clauses 17, 19, 20 and 21 shall have been deducted, the balance will be paid into the Bank of Madras for credit of the State.

(*b*) The gross receipts of the State Railway will be kept separate and distinct.

(*c*) A full statement of accounts will be furnished by the Company half-yearly to the State, and the Company will also furnish a weekly statement of the State Railway traffic earnings in the usual form.

17. The charge to be made by the Company for working the State Railway shall be the same proportion of the total revenue expenditure as the gross earnings of the State Railway bear to the gross earnings of the Madras Railway system, including the State line. After providing from the net earnings, for the second contribution to the Madras Railway Provident Institution under clause 21, and for interest at the rate of 3 (three) per cent. per annum on the booked capital expenditure of the State Railway including land, the balance shall be considered as "surplus profits" and shall be divided between the State and the Company in the proportion of four-fifths to the State and one-fifth to the Company.

18. Stocks of all necessary stores for the traffic working of the State line will be maintained by the Company at its own expense. Imprest reserves of stores required for the maintenance of the way and works and rolling-stock will be provided and maintained at the charge of the capital of the State Railway, capital being credited and working expenses debited from time to time with the value of all such stores used up for revenue purposes.

19. The necessary expenditure to render the station buildings of the Madras Railway at Shoranur available for use as a joint station will at all times be undertaken by and at the cost of the Company. Interest will be charged upon the total cost of the joint station premises, as per schedule annexed,* at the rate of 5 per cent. per annum; but in consideration of the Madras Railway through traffic (as defined in paragraph (*r*) of clause 1 of this agreement) with which the State Railway is not concerned, one-fifth of the interest on the cost of the Shoranur joint station shall be paid by the Company and the remaining four-fifths of that amount shall be paid by the State and Company's Railways in proportion to the weight of their local and interchanged traffic at Shoranur. The weight of coaching traffic shall be reckoned according to the usual scale as follows: For each passenger of whatever class $\frac{1}{10}$ ton. Parcels at actual weight.

20. The payment by the State of their proportion of the interest on the cost of joint buildings shall be in addition to the proportion of gross earnings for ordinary working expenses, etc., to be charged by the Company under clause 17.

21. One per cent. will be deducted from the net earnings (exclusive of the first contribution) of the State Railway as a second contribution to the Company's Provident Institution.

22. Should the State Railway cease for any cause to make use of the Shoranur joint station, the amount of compensation to be paid to the Company for capital

* Not reproduced.

expenditure incurred to render that station fit for use as a joint station, shall be determined by mutual agreement or, if necessary, by arbitration as provided for in clause 23.

23. In the event of any difference of opinion arising upon any of the terms of this agreement between the State and the Company, the matter shall be referred to the Consulting Engineer to the Government of Madras, whose decision shall be final and binding upon all parties.

LOUIS S. MOSS,
Agent and Manager, Madras Ry.

P. RAJAGOPALA CHARIYAR,
Dewan of Cochin.

No. XXVII.

COCHIN RAILWAY AGREEMENT,—1908.

WORKING AGREEMENT between HIS HIGHNESS RAJA SIR SRI RAMA VARMAH G.C.S.I., RAJA OF COCHIN, and the SOUTH INDIAN RAILWAY COMPANY, LTD.

Memorandum of agreement made this first day of January 1908 between His Highness Raja Sir Sri Rama Varmah, G.C.S.I., Raja of Cochin, and the South Indian Railway Company, for the working and maintenance of the Shoranur-Cochin State Railway by the South Indian Railway Company, Limited.

1. Interpretation.—Throughout this agreement, unless otherwise stated or unless there is something repugnant in the context, the following terms are to have the meanings set opposite to each of them respectively:—

(a) The word *State* means the State of Cochin. The word *Company* means the South Indian Railway Company, Limited.

(b) *Traffic* means everything that is carried over the State Railway.

(c) *Coaching traffic* means passengers, horses, carriages, dogs, parcels, luggage and all that is booked at what are commonly known as coaching rates.

(d) *Goods traffic* means coal, minerals, materials and merchandise of all kinds, also cattle, sheep, etc., and all that is booked at what are commonly known as goods rates.

(e) *Telegraph receipts* include all sums received for telegrams, whether State or private.

(f) *Stations* include sidings, platforms, points, sheds, tank-houses, wells, water-columns, signals, approaches, roads, buildings for traffic purposes, dwellings for the staff, furniture, fittings, lamps and other appliances that are required for working traffic, etc., at stations.

(g) *Locomotive premises* include engine-sheds, ash-pits, running sheds, repairing shops and all other appliances necessary for maintaining rolling-stock in working order.

(h) *Rolling-stock* includes brake-vans, water-tanks, goods and coaching vehicles and locomotive engines which are necessary for working the traffic of the State Railway.

(i) *State Railway* includes all stations, locomotive premises, dwellings for the staff, rolling-stock, and the whole of the permanent-way including bridges forming part of the Cochin State Railway, which under this agreement will be worked by the Company.

(j) *Interchanged traffic* means all traffic booked or invoiced between any station other than Shoranur on the South Indian Railway or beyond that Railway and any station other than Shoranur of the State Railway.

(k) *Local traffic* means all traffic which is not interchanged.

(l) *Through traffic* means all traffic from any South Indian Railway station on one side of Shoranur or beyond, to any South Indian Railway station on the other side of Shoranur station or beyond.

(m) *Local receipts* are those derived from local traffic and telegrams.

(n) *Interchanged receipts* are the share of the receipts due respectively to the Company's Railway and to the State Railway on interchanged traffic.

(o) *Gross receipts* are the sum of all Local and Interchanged receipts, all sums received for rent and all other sums received by the Company including advertisement receipts and refreshment-room profits, sale of unclaimed and damaged goods, licenses to fruit-sellers, etc.

(p) *Capital expenditure* includes all expenditure of all kinds which under the rules in force from time to time on the South Indian Railway, Limited, would be charged to the Capital Account.

(q) *Working expenses* include expenditure of all kinds which under the rules in force on the South Indian Railway would be charged to the Revenue Account.

(r) *Net earnings* means the difference between (1) the gross receipts, and (2) the working expenses reduced by the deduction therefrom of the first contribution to the South Indian Railway Provident Institution.

(s) *Combined system* means the entire system of railways, including the State Railway and all appurtenances thereof, which may from time to time be worked by the Company.

2. The State Railway, with its complete equipment and all conveniences necessary for the working of its traffic, will be taken charge of by the Company on the first day of January 1908, and from that date and during the currency of this agreement (see clause 3) it will continue to be worked by the Company as part of its own undertaking in all respects as if it actually belonged to the Company, subject only to the same control of the Government as is provided in the Company's own contract with the Secretary of State for India in Council; the intention being that for working purposes the State Railway is to be considered

and dealt with exactly as if it were the property of the Company except as to the provision of funds for capital expenditure.

3. This agreement is to remain in force until the termination of the present contract, dated the 24th November 1890, between the Secretary of State for India in Council and the Company or if that contract is renewed this agreement shall continue in force, provided that it shall be lawful for either party to this agreement to terminate the same at any time during its currency by giving to the other 12 months' previous notice of its intention to do so, such notice to expire on the 30th September or before the 31st March in the succeeding year.*

4. The State will provide free of cost any land that may at any time be required for the use or extension of the State Railway.

5. The State will also provide all necessary funds that may be required for capital expenditure on the State Railway and the work will be carried out by the Company's staff, no supervision charges being made beyond the cost of any staff specially engaged for particular works.

6. Rates and Fares.—Rates and fares will be those published from time to time as generally applicable to the system of Railways worked by the Company.

7. Alteration of rates.—The Company shall have power to alter the rates as found to be desirable for the encouragement of traffic, but notice of such alterations shall be communicated to the Darbar.

8. Terminal Charges.—No terminals will be charged on coaching traffic, but on goods traffic terminal charges will be levied.

9. Telegraph and Post Office Concessions.—The provisions regarding telegraph and the services to be rendered to the Secretary of State in regard to the carriage of mails and postal servants and military stores over the State Railway will be the same as those in force on Indian State Railways from time to time.

10. Responsibility for Accidents.—The Company will be responsible, as between the State Railway and the public for all accidents, losses, or damages of all kinds upon the State Railway except such as are caused by earthquakes, war or civil commotion, the act of God or of the King's enemies, extraordinary casualties from exceptional rainfall, or damages by floods, landslips, bursting of tanks or other irrigation works or of rivers for all of which the State will be pecuniarily responsible.

11. Provision of Staff.—The Company will provide and pay for the necessary staff, stores, etc., required for the working of traffic over the State Railway.

12. Control of Traffic.—The Company will have entire control of the train and traffic arrangements of the State Railway, and shall, during the continuance of this agreement, cause to be run upon the State Railway as many trains and at such times as the traffic shall from time to time require, but previous notice of any alteration of train service shall be communicated to the Darbar.

13. The Indian Government Telegraph Department will provide and maintain the wires required for the necessary lines of telegraph. The Company will

* As amended by Memo. of Agreement made on the 24th May 1915.

provide and maintain all telegraph and telephone instruments, all electrical appliances and the staff required for their working. The Government charges on account of the wires and the maintenance charges in respect of instruments together with the cost of the working and supervising staff will form part of the working expenses of the combined system. The first cost of telegraph and telephone instruments and of any other electrical appliances provided by the Company will be charged to the capital construction account of the State Railway.

14. The necessary expenditure to render the station buildings of the South Indian Railway at Shoranur available for use as a joint station will at all times be undertaken by and at the cost of the Company. Interest will be charged upon the total cost of the joint station premises at the rate of 5 per cent. per annum, but in consideration of the through traffic (as defined in paragraph (1), clause 1 of the agreement) passing through the junction with which the State Railway is not concerned, one-fifth of the interest on the cost of the Shoranur joint station shall be paid by the Company and the remaining four-fifths of that amount shall be paid by the State and the Company's Railways in proportion to the weight of their local and interchanged traffic at Shoranur. The weight of coaching traffic shall be reckoned according to the usual scale as follows :—

For each passenger of whatever class $\frac{1}{10}$ ton.

Parcels at actual weight.

15. Should the State Railway cease for any cause to make use of the Shoranur joint station, the amount of compensation to be paid to the Company for capital expenditure incurred to render that station fit for use as a joint station shall be determined by mutual agreement or, if necessary, by arbitration as provided for in clause 20.

16. Stores.—Stocks of all necessary stores for the traffic working of the State line will be maintained by the Company and charged to the account to which such stores are charged under the rules from time to time in force on the South Indian Railway. Imprest reserves of stores required for the maintenance of the way and works and rolling stock will be provided and maintained at the charge of the capital of the State Railway, capital being credited and working expenses debited from time to time with the value of all such stores used up for revenue purposes.

17. Payment for working.—In refund of the expenditure incurred by the Company in working the State Railway in any half-year ending the 30th September* or 31st March* the State shall pay to the Company on account of such half-year the following amounts :—

(a) All expenditure on account of renewals as distinguished from maintenance expenditure, incurred on the State Railway.

(b) The State Railway share of the working expenses of the half-year, which will be arrived at by deducting from the working expenses [as defined in clause 1 (g)], of the combined system, the expenditure incurred on the combined system on account of renewals as distinguished from

* As amended by Memo. of Agreement made on the [illegible] May 1915.

maintenance, and dividing the balance between the Company and the State Railway in the proportion that the gross receipts of the State Railway bear to the gross receipts of the combined system in the half-year.

(c) One per cent. of the net earnings of the State Railway on account of a second contribution to the Company's Provident Institution.

(d) The sum payable under clause 14 of this agreement on account of the interest on the cost of the Shoranur junction station.

18. Surplus profits.—Should the difference between the gross receipts of the State Railway and the payment for working to be made to the Company under clause 17 exceed 2 per cent. of the booked capital expenditure of the State Railway to the end of the half-year, such excess amount over 2 per cent. of the booked capital expenditure including land shall be considered as surplus profits and shall be divided between the State and the Company in the proportion of four-fifths to the State and one-fifth to the Company.

19. (a) The Company shall record and keep in a proper manner full and particular accounts of all transactions in any way relating to the State Railway and such records shall at all times be open to inspection by the Government Examiner of Railway Accounts.

(b) all receipts will be collected and treated as receipts of the Company, but

(c) as soon as the accounts for each half year shall have been made up and passed and the payments defined in clauses 17 and 18 shall have been deducted, the balance will be paid to the credit of the State into such Bank as the State may from time to time direct.*

The gross receipts of the State Railway will be kept separate and distinct from those of the Company.

(d) a full statement of accounts will be furnished by the Company (half) yearly to the State, and the Company will also furnish to the State, in the usual form, a weekly statement of the approximate traffic earnings of the State Railway.

20. In the event of any difference of opinion arising upon any of the terms of this agreement between the State and the Company, the matter shall be referred to His Excellency the Governor of Madras, whose decision shall be final and binding upon all parties.

A. R. BANERJI,
Diwan of Cochin.

TRICHUR,
3rd June 1909.

TRICHINOPOLY,
23rd July 1909.

H. J. THOMPSON,
Acting Agent, South Indian Railway Company, Limited.

* As amended by Memo. of Agreement made on the 24th May 1915.

No. XXVIII.

LEASE by the COCHIN DARBAR to the BRITISH GOVERNMENT of the BOLGHOTTY RESIDENCY,—1909.

This indenture made the 31st day of December one thousand nine hundred and nine between the State of Cochin (hereinafter called the lessor) of the one part and the Right Honourable the Secretary of State for India in Council (hereinafter called the lessee which expression where the context so admits shall include his successors in office) of the other part witnesseth that in consideration of the rent hereinafter reserved and of the covenants by the lessee hereinafter contained the lessor doth hereby demise and lease unto the lessee all that piece or parcel of land bearing survey number 404 in No. 9-C Mulavukad in the Cochin State more particularly described in the schedule hereunder written and delineated in the map or plan* hereto annexed together with all buildings and erections thereon and all rights easements and appurtenances to the said several pieces or parcels of land respectively belonging or reputed to belong or usually held or enjoyed therewith to have and to hold all the premises hereinbefore expressed to be hereby demised and leased unto the lessee in perpetuity from the first day of Malayalam era 1085 corresponding to the sixteenth day of August one thousand nine hundred and nine free from payment of all rates and taxes yielding and paying therefor during the said demise the yearly rent of six thousand Rupees payable in four equal instalments on or before the first Makaram corresponding to the fifteenth day of January the first Medom corresponding to the fifteenth day of April the first Karkidagom corresponding to the fifteenth day of July and the first Thulam corresponding to the fifteenth day of October in each year into the District Treasury at Ernakulam the first of such instalments to be paid on or before the first Makaram corresponding to the fifteenth day of January One thousand nine hundred and ten and the proportionate rent for the period from the said sixteenth day of August One thousand nine hundred and nine to thirtieth September One thousand nine hundred and nine inclusive to be paid at the said Treasury on or before the fifteenth day of October One thousand nine hundred and nine and each of the said payments to be made clear of all deductions and yielding and paying in like manner at the times aforesaid the additional yearly rent of four rupees for every one hundred rupees (and so in proportion for any less sum) which during the currency of these presents shall be expended by the lessor at the request of the lessee in adding to or altering any of the buildings on the premises hereby demised the said additional rent to commence and be computed from such one of the said quarterly days of payment as shall immediately succeed the period at which such additions or alterations shall have been completed and the first payment thereof to be made on the next succeeding quarterly day of payment and the lessee doth hereby covenant with the lessor that the lessee will during the said demise pay the said rent hereinbefore reserved at the time and place and in the manner hereinbefore appointed

* Not reproduced.

for payment thereof clear of all deductions and will at the lessee's own expense during the said demise as often as need shall be and without being thereunto required maintain and keep in good and substantial repair and condition the buildings and erections including any additional buildings which may be erected by the lessor under the covenant on that behalf hereinafter contained on and the bunds and revetment walls of the said demised premises the said repairs being carried out by the local Public Works Department of the lessor and will not assign underlet or part with the possession of the said demised premises or any portion thereof during the said demise and the lessor doth hereby covenant with the lessee that the lessee paying the said rent hereby reserved and observing and performing the covenants by the lessee herein contained may peacefully hold and enjoy the said demised premises during the said demise without any interruption by the lessor or any person or persons lawfully or equitably claiming from or under the lessor and that the lessor will whenever thereunto required by notice in writing by the lessee forthwith at his own expense erect construct and carry out all such additional buildings and alterations of the buildings (including any additional buildings to be erected under this covenant) on the demised premises as shall be specified in such notice.

In witness whereof Albion Rajkumar Banerji the Diwan of Cochin acting for and on behalf of the lessor and Sir William Stevenson Meyer, K.C.I.E., Chief Secretary to the Government of Madras by order and direction of the Governor in Council of Fort St. George acting for and on behalf of the lessee have hereunto set their respective hands and seals the day and year first above written.

SCHEDULE.

Survey and sub-division number.	North.	East.	South.	West.
404 . . .	845, 385-3, 385-1, 385-4, 386, 388-1, 849.	849	(1405 of No. 14-C Ramaswaram) and 850.	850 and 845.

A. R. BANERJI.

Signed sealed and delivered by the abovenamed Albion Rajkumar Banerji in the presence of—

K. P. KRISHNA MENON,
Diwan's Confidential Clerk.

(Signature illegible).
Superintendent of Motors.

WILLIAM STEVENSON MEYER.

Signed sealed and delivered by the abovenamed William Stevenson Meyer in the presence of—

A. GALLETTI,
Under Secretary to Government.

E. S. SUNDARAM AIYAR,
Superintendent, Chief Secretariat, Madras.

No. XXIX.

SANAD granted to HIS HIGHNESS RAJA SRI SIR RAMA VARMAH, G.C.I.E., RAJA OF COCHIN,—1921.

I hereby confer upon Your Highness the title of Maharaja as an hereditary distinction.

CHELMSFORD,
Viceroy and Governor-General of India.

DELHI,
The 1st January 1921.

No. XXX.

GRANT of the FORT and DISTRICT of KEELANELLY to TONDIMAN,—1803.

Captain Blackburne, the Resident at Tanjore, having communicated to me an explanation of the nature of the claims which you stated by my desire to that officer, I have in consequence caused particular enquiry to be made respecting the grounds of your right to the district of Keelanelly, and the result of the information which I have received, combined with the testimonies which have been brought to my attention of the fidelity and attachment to the interests of the Honourable Company's Government which have marked the conduct of yourself and your ancestors, have determined me to cede to you the possession of that territory, for the purpose of recompensing the services of your family, and of affording a distinguished example of the disposition of the Company's Government to reward with liberality those persons who adhere with fidelity to its interests and confidence in its protection.

I shall in consequence direct measures to be taken for defining the limits of the district of Keelanelly according to its extent when formerly in your possession, in order that it may be separated from the territory of the province of Tanjore and transferred to you.

It is my intention that you and your descendants shall hold the district in perpetual lease, subject to the tribute of an elephant to be presented annually to the British Government. But as the orders which I am about to issue on this subject must be dependent on the confirmation of the Honourable Court of Directors, you will not consider the arrangement to be permanent until it shall have been

ratified by the Honourable Court of Directors. In the meantime, however, I shall direct that you shall be placed in possession of the fort of Keelanelly, and that you shall enjoy the revenues of the district until the final decision of the Court of Directors on your claim shall have been made known to this Government.

With respect to the honorary marks of distinction which Captain Blackburne has informed me that you are desirous of possessing, I have determined that you and your descendants shall be permitted to assume the distinguishing marks of two gold chobdar sticks conformably to the wish which you have expressed on that subject; and as a token of my approbation I have desired that two gold sticks of that description shall be prepared and presented to you in my name.

What more?

CLIVE.

Fort St. George, 8th July 1803.

To Tondiman.

I have received your letter of the 1st of January last, and have issued directions through the Board of Revenue to the Collectors of the northern division of Arcot, for facilitating your wishes with respect to the oblations which you are desirous of offering at the Pagoda of Tripathy.

You were informed by a letter from Lord Clive, dated the 8th July 1803, of the tenure on which His Lordship was pleased to place you in possession of the district of Keelanelly as a reward for your fidelity and that of your family to the British Government.

The subject having been referred to the Honourable the Court of Directors, agreeably to the intention stated in Lord Clive's letter, I have now to acquaint you that I have received the decision of the Honourable Court on that reference, and that the grant of Keelanelly to you and your family has been confirmed by the Court of Directors, subject, however, to the "express condition that the district shall not be alienated, and that it shall revert to the Company upon satisfactory proof being given that the inhabitants labor under any oppressive system of management."

Provided that the above conditions shall be observed, you and your descendants will continue in the uninterrupted possession of the district in question.

What more?

BENTINCK.

Fort St. George, 7th March 1806.

No. XXXI.

ADOPTION SUNNUD granted to the RAJAH of POODOOCOTTAH,—1862.

Her Majesty being desirous that the Governments of the several Princes and Chiefs, who now govern their own territories, should be perpetuated, and that the

representation and dignity of their Houses should be continued; in fulfilment of this desire, this Sunnud is given to you to convey to you the assurance that, on failure of natural heirs, the British Government will recognize and confirm any adoption of a successor made by yourself or by any future Chief of your State that may be in accordance with Hindoo law and the customs of your race.

Be assured that nothing shall disturb the engagement thus made to you so long as your House is loyal to the Crown and faithful to the conditions of the Treaties, Grants, or Engagements, which record its obligations to the British Government.

CANNING.

11th March, 1862.

A similar Sanad was granted to the Jaghiredar of Sundoor.

No. XXXII.

DEED executed by the PUDUKKOTTAI DARBAR ceding to the BRITISH GOVERNMENT CRIMINAL and CIVIL JURISDICTION over the lands in the State occupied by the ARANTANGI-MANAMADURAI and TRICHINOPOLY-KARAIKKUDI branches of the SOUTH INDIAN RAILWAY,—1927.

I, Vijaya Raghunatha Durai Rajah, Regent of Pudukkottai, hereby cede to the British Government full and exclusive jurisdiction of every kind over the lands in the said State to be occupied by the Arantangi-Manamadurai and Trichinopoly-Karaikkudi branches of the South Indian Railway (including all lands for stations, for out-buildings and for other railway purposes) and over all persons and things whatsoever within the said lands.

V. R. DURAI RAJAH,
Regent of Pudukkottai.

The 24th January 1927.

No. XXXIII.

SUNNUD issued to GHOLAM ALI KHAN, JAGHIREDAR of BUNGANPULLY,—1849.

Whereas the Right Honourable the Governor in Council of Fort Saint George was pleased, on the 12th July 1848, to confer upon Hossain Ali Khan and his heirs for ever in jaghire the lands of Bunganpully, free of peshcush and pecuniary demand; and Whereas the said Hossain Ali Khan has demised before the issue of a Sunnud to confirm the same, and Gholam Ali Khan has been recognised and acknowledged by the Government of Fort Saint George as his successor and representative: this Sunnud is granted to the said Gholam Ali Khan as the present Jaghiredar.

The Jaghire of Bunganpully, conferred as aforesaid upon Hossain Ali Khan and his heirs for ever free of peshcush and pecuniary demand, is hereby confirmed to you, Gholam Ali Khan, as the representative of the said grantee, Hossain Ali Khan, now deceased.

You, therefore, shall have the general management of the revenue and police of your jaghire, and also the duty of administering civil justice, subject to the under-mentioned conditions :—

You shall at all times maintain faith and allegiance to the Honourable Company ; their enemies shall be your enemies, and their friends shall be your friends ; you shall assist the Honourable Company to the utmost of your power against foreign and domestic foes ; you shall maintain a strict watch over the public peace in your jaghire ; you shall not afford an asylum to offenders from the Company's districts, but shall either deliver them up or assist the officer of the Company who may be sent in pursuit of them ; you shall cause justice to be rendered to inhabitants of the Company's districts and others who may have pecuniary claims on any of the inhabitants of Bunganpully.

In the administration of criminal justice within your jaghire you will abstain from the punishment of mutilating criminals, and will not sentence capitally, or execute persons capitally convicted, without the sanction of Government previously obtained ; but will refer all cases appearing to you to call for such punishments for the consideration and orders of the Governor in Council.

You shall be answerable to the Honourable Company for the good government of your jaghire and if ever it should happen that in consequence of misgovernment the interposition of the Honourable Company should become necessary, the Governor in Council of Fort Saint George will, in such case, take such measures as may appear just and proper for restoring order and providing for the security of the people.

On every occasion of your alienating any part of your lands, either rent-free or on payment of favourable quit-rent, you shall notify the particulars and conditions of such alienation to the Agent to the Governor of Fort Saint George, at Kurnool, or to any other officer who may from time to time be appointed by the Madras Government for the purpose, and you shall not confer any such enam lands, except under a written document, in which the terms and duration of the grant shall be distinctly specified, which duration is under no circumstances to extend beyond the enjoyment of the jaghire by the grantor.

Given under the seal of the Honourable Company, and signature of the Right Honourable the Governor in Council in Fort Saint George, this twentieth day of March one thousand eight hundred and forty-nine.

HENRY POTTINGER.

G. H. F. BERKELY.

D. ELIOTT.

By order of the Right Honourable the Governor in Council.

H. C. MONTGOMERY,

Secretary to Government.

No. XXXIV.

ADOPTION SUNNUD granted to the JAGHIREDAR of BUNGANPULLY,—1862.

Her Majesty being desirous that the Governments of the several Princes and Chiefs who now govern their own territories, should be perpetuated, and that the representation and dignity of their Houses should be continued; in fulfilment of this desire this Sunnud is given to you to convey to you the assurance that, on failure of natural heirs, the British Government will permit and confirm any succession to your State which may be legitimate according to Mahomedan law.

Be assured that nothing shall disturb the engagement thus made to you so long as your House is loyal to the Crown and faithful to the conditions of the Treaties, Grants, or Engagements, which record its obligations to the British Government.

CANNING.

The 11th March 1862.

No. XXXV.

SUNNUD granted to FUTTEH ALI KHAN, JAGHIREDAR OF BANGANAPALLE,—1876.

In recognition of your position as Jaghiredar of Banganapalle I hereby confer upon you the title of "Nawab" as a hereditary distinction, to be assumed by your successors on formal recognition of their succession.

NORTHBROOK,

FORT WILLIAM, *Viceroy and Governor-General of India,*

The 24th January 1876.

No. XXXVI.

SANAD granted to NAWAB SAIYID GHULAM ALI KHAN BAHADUR,—1908.

Whereas the administration of the Jagir of Banganapalle was temporarily assumed by His Excellency the Governor in Council of Fort St. George on the 1st day of February 1905 and whereas on the death of the Nawab Saiyid Fateh Ali Khan, Bahadur, C.S.I., the succession of his eldest son Saiyid Ghulam Ali Khan, Bahadur, to the vacant gadi was sanctioned by the Governor-General of India in Council.

This sanad is granted to the said Saiyid Ghulam Ali Khan, Bahadur, as the present Jagirdar of Banganapalle.

The lands of Banganapalle which were conferred on the 12th July 1848 upon Saiyid Hussain Ali Khan, Bahadur, and his heirs for ever in jagir and free of peshcush and pecuniary demand are hereby conferred on you, Saiyid Ghulam Ali Khan, Bahadur, as the representative of the said grantee Hussain Ali Khan.

You, therefore, shall have the general management of the revenue and police of your jagir, and also the duty of administering civil justice, subject to the undermentioned conditions :—

You shall at all times maintain faith and allegiance to His Majesty the Emperor of India ; his enemies shall be your enemies, and his friends shall be your friends ; you shall assist His Majesty the Emperor of India to the utmost of your power against foreign and domestic foes ; you shall maintain a strict watch over the public peace in your jagir ; you shall not afford an asylum to offenders from British India, but shall either deliver them up or assist the officer of the Government of British India who may be sent in pursuit of them ; you shall cause justice to be rendered to inhabitants of British India and others who may have pecuniary claims on any of the inhabitants of Banganapalle.

In the administration of criminal justice within your Jagir you will abstain from the punishment of mutilating criminals and will not sentence capitally, or execute persons capitally convicted, without the sanction of His Excellency the Governor in Council of Fort St. George previously obtained ; but will refer all cases appearing to you to call for such punishments for the consideration and orders of His Excellency the Governor in Council.

You shall be answerable to the Government established by His Majesty in India for the good government of your jagir ; and if ever it should happen that in consequence of misgovernment the interposition of the Government established by His Majesty in India should become necessary, His Excellency the Governor in Council of Fort St. George will, in such case, take such measures as may appear just and proper for restoring order and providing for the security of the people.

On every occasion of your alienating any part of your lands, either rent-free or on payment of favourable quit-rent, you shall notify the particulars and conditions of such alienation to the Political Agent for Banganapalle or to any other officer who may from time to time be appointed by His Excellency the Governor in Council of Fort St. George for the purpose, and you shall not confer any such inam lands, except under a written document, in which the terms and duration of the grant shall be distinctly specified, which duration is under no circumstances to extend beyond the enjoyment of the jagir by the grantor.

Given under the seal and signature of the Governor in Council of Fort St. George this nineteenth day of December one thousand nine hundred and eight.

No. XXXVII.

SANAD granted to NAWAB MIR FAZLE ALI KHAN BAHADUR,—1922.

Whereas on the death of the Nawab Saiyid Ghulam Ali Khan, Bahadur, the succession of his eldest son Saiyid Fazle Ali Khan, Bahadur, to the vacant gadi has been recognised by His Majesty the King-Emperor.

This sanad is granted to the said Saiyid Fasle Ali Khan, Bahadur, as the present Jagirdar of Banganapalle.

The lands of Banganapalle which were conferred on the 12th July 1848 upon Saiyid Hussain Ali Khan, Bahadur, and his heirs for ever in jagir and free of peshcush and pecuniary demand are hereby conferred on you, Saiyid Fazle Ali Khan, Bahadur, as the representative of the said grantee Hussain Ali Khan.

You, therefore, shall have the general management of the revenue and police of your jagir, and also the duty of administering civil justice, subject to the under-mentioned conditions :—

You shall at all times maintain faith and allegiance to His Majesty the Emperor of India ; his enemies shall be your enemies, and his friends shall be your friends ; you shall assist His Majesty the Emperor of India to the utmost of your power against foreign and domestic foes ; you shall maintain a strict watch over the public peace in your jagir ; you shall not afford an asylum to offenders from British India, but shall either deliver them up or assist the officer of the Government of British India who may be sent in pursuit of them ; you shall cause justice to be rendered to inhabitants of British India and others who may have pecuniary claims on any of the inhabitants of Banganapalle.

In the administration of criminal justice within your jagir you will abstain from the punishment of mutilating criminals and will not sentence capitally, or execute persons capitally convicted, without the sanction of His Excellency the Governor of Fort St. George previously obtained ; but will refer all cases appearing to you to call for such punishments for the consideration and orders of His Excellency the Governor.

You shall be answerable to the Government established by His Majesty in India for the good government of your jagir ; and if ever it should happen that in consequence of misgovernment the interposition of the Government established by His Majesty in India should become necessary, His Excellency the Governor of Fort St. George will, in such case, take such measures as may appear just and proper for restoring order and providing for the security of the people.

On every occasion of your alienating any part of your lands, either rent-free or on payment of favourable quit-rent, you shall notify the particulars and conditions of such alienation to the Political Agent for Banganapalle or to any other officer who may from time to time be appointed by His Excellency the Governor of Fort St. George for the purpose and you shall not confer any such inam lands, except under a written document, in which the terms and duration of the grant shall be distinctly specified, which duration is under no circumstances to extend beyond the enjoyment of the jagir by the grantor.

Given under the seal and signature of the Governor of Fort St. George this sixth day of July one thousand nine hundred and twenty-two.

No. XXXVIII.

AGREEMENT between the COLLECTOR of KURNOOL and ASSISTANT AGENT to the GOVERNOR-GENERAL for BANGANAPALLE, acting under the authority of His Excellency the Governor in Council, Madras, on behalf of the BRITISH GOVERNMENT on the one hand and SAIYID FAZLE ALI KHAN BAHADUR, NAWAB OF BANGANAPALLE, on behalf of himself, his heirs and successors on the other hand, regarding the ABKARI AND OPIUM ADMINISTRATION of the BANGANAPALLE STATE,—1924.

The object of the agreement is to provide an improved system of management for the Abkari and Opium Administration of the Banganapalle State on the principles of Madras Act I of 1886, and Opium Act I of 1878 which are in force in the district of Kurnool adjoining the Banganapalle State and especially with a view to prevent injury to the Abkari and Opium revenue of either the Kurnool District or the Banganapalle State by illicit manufacture of liquor, ganja and opium or by the smuggling of those articles from one territory into the other. With this object, it is agreed as follows :—

1. The Nawab of Banganapalle engages that the laws of his territory as regards abkari and opium shall be the Madras Abkari Act I of 1886, as amended subsequently and the Opium Act I of 1878, or any laws which may hereafter be substituted for those Acts in the Madras Presidency.

2. In order that the system of Abkari and Opium administration in Banganapalle may be effectively organised on the above principles the Nawab engages hereby to lease his entire Abkari and Opium revenue to the Madras Government for a term of 5 years from 1st October 1924 to 30th September 1929 in consideration of the annual payment to him of the net collections realised by the administration of the abkari and opium revenues in the State every year after making the following deductions.

(a) Rs. 4,000 annually being the present average cost of the establishment, travelling allowances, contingencies and leave and pensionary contributions including a portion of the cost of supervising staff, and

(b) the amount of any item of revenue written off as irrecoverable or refunded according to rule.

The sum of Rs. 4,000 will be liable to revision if there is any material alteration in the charges.

The amount of net collections will be worked out every quarter making deductions referred to as (a) above in 4 equal instalments, the deductions referred to as (b) being made as it occurs. The net amount clear of the deductions specified will be paid to the Nawab on the 15th January, 15th April, 15th July and 15th October of each year from the Kurnool District Treasury, and a memorandum will be sent showing how the figure is arrived at. The amount of compensation above-mentioned will be in addition to the sum of Rs. 3,060 now paid annually for the suppression of the cultivation of the hemp plant in the State.

3. During the term of the lease, the administration of the Abkari and Opium revenue of Banganapalle will be conducted by the Assistant Agent on the following principles :—

(a) The rates of taxation of liquor, ganja and opium in the Banganapalle State and the Kurnool District to be equivalent.

(b) Reasonable facilities for obtaining supply of liquor, ganja and opium to be afforded to the people of the State as to the people of the Kurnool District.

(c) The rule as to the retail selling price of liquor, ganja and opium to be the same in the Banganapalle State as in the Kurnool District.

4. But during the term of the lease, the Assistant Agent will consult the Nawab regarding details of Abkari and Opium administration, such as the number and position of shops and the like and will consider the wishes of the Nawab on such points.

5. It is understood that the lease conveys to the Government of Madras no right of ownership in toddy-producing trees or in the land on which they stand, but includes the free and full enjoyment of all the toddy-producing trees standing on the lands at the disposal of the State. The Nawab is allowed the right to the usufruct of the trees in the Chinna Rajupalem tope.

6. The Nawab engages cordially, to co-operate in carrying out the provisions of the Abkari and Opium laws and rules and to do his best by himself and his officers to prevent all illicit manufacture, possession, sale, transport, etc., of liquor, ganja and opium or of the materials or implements used for the manufacture of liquor.

7. It is understood that all offences against the Abkari and Opium laws will be cognizable by the Banganapalle Criminal Courts in the same manner as other offences are cognizable.

8. During the term of the lease an annual account of the Abkari and Opium revenue of the State will be given to the Nawab for his information.

9. The present lease may, at its termination be renewed at the will and pleasure of the parties on such terms as may then be agreed upon as fair and reasonable.

10. In case the lease is not renewed, and the management of the Abkari and Opium revenue of the State is undertaken by the Nawab, he engages to conduct the administration of it on the following principles :—

(1) to maintain the same Abkari and Opium laws and rules as may be in force in the Kurnool District ;

(2) to impose rates of taxation on liquor, ganja and opium equivalent to those in force in that district ; and

(3) to manage his revenue in such a way that injury shall not be caused by it to the Abkari and Opium revenue of the district and to make his arrangements in consultation, when necessary, with the Assistant Agent with this end in view.

Provided always that this article does not bind the Nawab to any arrangements injurious to the legitimate interests of his State or Revenue and that it is under-

stood that the Abkari and Opium revenue of the Kurnool district will, in like manner, be so managed as not to cause injury to the legitimate Revenue of the Nawab.

11. This agreement to come into force from 1st October 1924.

No. XXXIX.

SUNNUD TO SHEVA RAO GOREPARA, JAGHIREDAR of SUNDOOR,—1826.

The Honourable the Governor in Council of Fort St. George has been pleased to confer in jaghire on you and your heirs for ever the lands of Sundoor, free of peshcush and pecuniary demand.

You shall have the entire management of the revenue and police of your jaghire and also the duty of administering civil justice, subject to the under-mentioned conditions :—

You shall at all times maintain faith and allegiance to the Honourable Company ; their enemies shall be your enemies and their friends shall be your friends. You shall assist the Honourable Company to the utmost of your power against foreign and domestic foes. You shall maintain a strict watch over the public peace in your jaghire. You shall not afford an asylum to offenders from the Company's districts, but shall either deliver them up, or assist the officer of the Company who may be sent in pursuit of them. You shall cause justice to be rendered to inhabitants of the Company's districts and others who may have pecuniary claims on any of the inhabitants of Sundoor.

You shall be answerable to the Honourable Company for the good government of your jaghire, and if ever it should happen that in consequence of misgovernment the interposition of the Honourable Company should become necessary, the Honourable the Governor in Council of Fort Saint George will, in such case, take such measures as may appear just and proper for restoring order and providing for the security of the people.

Given under the seal of the Honourable Company and signature of the Governor in Council, in Fort Saint George, this 7th day of July one thousand eight hundred and twenty-six.

T. MUNRO.

G. T. WALKER, *Lieut.-Genl.*

H. T. GRÆME.

By order of the Honourable the Governor in Council.

J. M. MACLEOD,

Secretary to Government.

No. XL.

SUNNUD to VENCUT ROW GORPADAY, JAGHIREDAR of SUNDOOR,—1841.

The Right Honourable the Governor in Council of Fort Saint George has been pleased to renew in your name the Sunnud granted to Sheva Rao Gorepara, under

date the 7th July 1826, conferring on him and his heirs for ever, in jaghire, the lands of Sundoor free of peshcush and pecuniary demand.

You shall have the entire management of the revenue and police of your jaghire; and also the duty of administering civil justice, subject to the undermentioned conditions:—

You shall at all times maintain faith and allegiance to the Honourable Company; their enemies shall be your enemies and their friends shall be your friends; you shall assist the Honourable Company to the utmost of your power against foreign and domestic foes; you shall maintain a strict watch over the public peace in your jaghire; you shall not afford an asylum to offenders from the Company's district but shall either deliver them up, or assist the officer of the Company who may be sent in pursuit of them; you shall cause justice to be rendered to inhabitants of the Company's districts and others who may have pecuniary claims on any of the inhabitants of Sundoor.

In the administration of criminal justice within your jaghire you will abstain from the punishment of mutilating criminals, and will not sentence capitally, or execute persons capitally convicted without the sanction of Government previously obtained; but will refer all cases appearing to you to call for such punishments for the consideration and orders of the Governor in Council.

You shall be answerable to the Honourable Company for the good government of your jaghire; and if ever it should happen that in consequence of misgovernment the interposition of the Honourable Company should become necessary, the Right Honourable the Governor in Council of Fort Saint George will, in such case, take such measures as may appear just and proper for restoring order and providing for the security of the people.

Given under the seal of the Honourable Company and signature of the Governor in Council in Fort Saint George, this twelfth day of January, one thousand eight hundred and forty-one.

ELPHINSTONE.

JOHN BIRD.

By order of the Right Honourable the Governor in Council.

R. CLERK,

Secretary to Government.

No. XLI.

ENGAGEMENT of the JAGIRDAR of SUNDOOR to cede lands for a BRITISH SANITARIUM at RAMANDRUG,—1847.

I, Vencut Rao Hindoo Rao Ghorpade Mamalkatmadar Sanapatti, the Somistanic of Sundoor, do execute this Tahanamah to the following effect:—The table-

land on Ramgad, situated in my jaghire, being suitable for the residence of Europeans, some gentlemen have already built their bungalows on it, while others are likely to do so; and moreover the subject of erecting barracks by Government at the place is under consideration, I have, therefore, been desired by A. Mellor, Esq., the Collector of Bellary, to state, for the information of Government, on what conditions I would willingly give up the said table-land, and I have entered into the following agreement:—

1stly.—The ownership of the said land of Ramgad shall as usual remain firm to me. There shall be no objection on my part to the grant on fixed rent of as much of the land as may be required for Government as well as for officers to build their own houses, etc., upon. The area of the land already occupied by the bungalows of officers, as well as that to be built upon hereafter by Government and officers, shall be surveyed and assessed according to the local usage. The assessment to be paid every year to me.

2ndly.—I shall continue to receive whatever income may be derivable from rent of fruit trees, jungle, etc., connected with the said hill.

3rdly.—I have reserved for myself the power of renting out the sale of country arrack and toddy on the said hill, and of imposing a tax with their own consent on merchants who may open shops for trade there, and of levying the same. The Company's Government shall not interfere in the matter.

4thly.—It being probable that as European officers take up their residence on the said hill many servants, tradesmen, private persons, and others, will reside there, I have relinquished to the Company's Government the police and magisterial functions of maintaining peace and trying and punishing the offences committed by such people, such as violence, petty crimes, thefts, murder, etc. The Collector is to have jurisdiction in such matters.

5thly.—Whatever hidden property, such as money or other property and jewels, may be found in erecting bungalows and houses, or in excavating earth for any purpose on the land appertaining to the said hill, shall be delivered over to me; the Company's Government shall have nothing to do with it. I have thus executed this Tahanamah of my own free will, on this twelfth day of Shaban, corresponding with the month of Ashada of the year Plavungah—Katabat.

No. XLII.

SUNNUD confirming SHANMUKHA ROW in the JAGHIRE of SUNDOOR,—1863.

To

SHIVA SHANMUKHA ROW GHORPADY,

Jaghiredar of Sundoor.—1863.

His Excellency the Governor in Council of Fort St. George has been pleased to renew in your name the Sunnud granted to Vencat Row Ghorpaday, under date

the 12th January 1841, conferring on him and his heirs for ever, in jaghire, the lands of Sundoor, free of peshcush and pecuniary demand.

You shall have the entire management of the revenue and police of your jaghire, and also the duty of administering civil justice, subject to the undermentioned conditions :—

You shall at all times maintain faith and allegiance to Her Majesty's Government; their enemies shall be your enemies and their friends shall be your friends. You shall assist Her Majesty's Government to the utmost of your power against foreign and domestic foes. You shall maintain a strict watch over the public peace in your jaghire. You shall not afford an asylum to offenders from the districts of the Government of India, but shall either deliver them, up, or assist the officer of Her Majesty's Government who may be sent in pursuit of them. You shall cause justice to be rendered to inhabitants of the districts of the Government of India, and others who may have pecuniary claims on any of the inhabitants of Sundoor.

In the administration of criminal justice within your jaghire you shall abstain from the punishment of mutilating criminals, and shall not sentence capitally, or execute persons capitally convicted, without the sanction of Government previously obtained; but shall refer all cases appearing to you to call for such punishments for the consideration and orders of the Governor in Council.

You shall be answerable to Her Majesty's Government for the good government of your jaghire; and if ever it should happen that in consequence of misgovernment the interposition of Her Majesty's Government should become necessary, the Governor in Council of Fort St. George will, in such case, take such measures as may appear just and proper for restoring order, and providing for the security of the people.

No. XLIII.

SUNNUD granted to the JAGHIREDAR OF SANDOOR,—1876.

In recognition of your position as Jaghiredar of Sandoor I hereby confer upon you the title of "Raja" as a hereditary distinction, to be assumed by your successors on formal recognition of their succession.

FORT WILLIAM,
The 24th January 1876.

NORTHBROOK,
Viceroy and Governor-General of India.

No. XLIV.

CONVENTION between the RAJA OF SANDUR and the BRITISH GOVERNMENT for the leasing of the FORESTS in the State,—1884.

ARTICLE 1.

The Raja of Sandur for himself, his heirs and successors, hereby grants to the Secretary of State for India in Council, for the term of twenty-five years, all the

forests in his State of Sandur, as shown on the accompanying plans* and containing about 40,000 acres, more or less, in consideration of the payment by the Secretary of State to him, through the Collector of Bellary, of the sum of Rs. 2,500 paid quarterly and in arrear.

ARTICLE 2.

The Raja of Sandur for himself, his heirs and successors, agrees to renew the said grant, on the same terms, for a further term of twenty-five years, should the Secretary of State, on the expiry of the said term, desire such renewal, and similarly to renew the grant at the expiry of each successive term of twenty-five years.

ARTICLE 3.

The plateau of Ramandrug and the village of Ramanamalai, with the forest adjoining it on the south and containing about 485 acres, more or less, are not included in this grant.

ARTICLE 4.

The Raja of Sandur for himself, his heirs and successors, hereby agrees to consider the penal clauses of the Madras Forest Act No. V of 1882, or any subsisting statutory modification thereof, as in force in his territory, in respect of the forests hereby granted, and to enforce them in cases of complaints lodged before his agent against persons committing offences in the said forests during the term of this grant.

ARTICLE 5.

The Raja of Sandur hereby binds himself, his heirs and successors, not to levy any toll or tax on any of the produce of the said forests hereby granted which may be carried over the road between Ramandrug and Yettinhatti, or over the road between Ramandrug and Hospet.

ARTICLE 6.

The Secretary of State on his part agrees to pay the stipulated rent regularly and to restore the forests in as good condition as they were in when granted to him.

J. MACARTNEY,
Agent to the Raja of Sandur.

SANDUR,

17th March 1884.

H. ST. A. GOODRICH,
Ag. Collector of Bellary and Political Agent for Sandur.

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* Not reproduced.

No. XLV.

CONVENTION between the RAJA OF SANDUR and the BRITISH GOVERNMENT for the leasing of the FORESTS in the State,—1908.

ARTICLE 1.

As provided in Article 2 of the Convention dated 17th March 1884, between Srimanthramachandra Vittal Rao, Rao Saheb, Ghorpade, Raja of Sandur, and the Secretary of State for India in Council, the Diwan of Sandur acting on behalf of the minor Raja of Sandur himself, his heirs and successors, hereby grants to the Secretary of State for India in Council, for a further term of twenty-five years, all these forests in the State of Sandur shown in the accompanying plans* and containing about 40,000 acres, more or less, in consideration of the payment by the Secretary of State to him through the Collector of Bellary, of the sum of Rs. 8,000 per annum paid in equal instalments quarterly and in arrear.

ARTICLE 2.

The Diwan acting on behalf of the minor Raja of Sandur himself, his heirs and successors, agrees to renew the said grant on the same conditions for a further term of twenty-five years, should the Secretary of State, at the end of the said term, desire such renewal, and similarly to renew the grant at the expiry of each successive term of twenty-five years

ARTICLE 3.

The plateau of Ramandrug and the village of Ramanamalai, with the forests adjoining it on the south, and containing about 485 acres, more or less, are not included in this grant.

ARTICLE 4.

The Diwan acting on behalf of the minor Raja of Sandur himself, his heirs and successors, hereby agrees to consider the penal clauses of the Madras Forest Act V of 1882, or any subsisting statutory modification thereof, as being in force in Sandur territory, in respect of the forests hereby granted, and to enforce them in cases in which complaints are lodged before himself or any other court exercising jurisdiction in the State, against persons committing offences in the said forests during the term of this grant.

ARTICLE 5.

The Diwan acting on behalf of the minor Raja of Sandur himself, his heirs and successors, hereby agrees that if any portion of the area hereby granted is permanently occupied for mining purposes the rent payable by the Secretary of State shall be diminished in the proportion that such portion bears to the whole area, and that the Raja shall pay to the Collector of Bellary, on behalf of the Secretary

* Not reproduced.

of State, the value of all forest growth cut by the holders of mining or prospecting concessions whether on land permanently occupied by them for mining or elsewhere and will not allow them to cut any timber except for the purpose of clearing the ground for prospecting or mining operations or more than is actually necessary for that purpose; and further that he will not grant to any person any right to prospect for minerals or to mine within the area hereby granted without the consent of the Government of Madras.

ARTICLE 6.

The Diwan acting on behalf of the minor Raja of Sandur himself, his heirs and successors, hereby agrees not to levy any toll or tax on any of the produce of the forests hereby granted, which may be carried over the road between Ramandrug and Yettinahatti, or over the road between Ramandrug and Hospet or over the road between Ramandrug and Mariyammanahalli.

ARTICLE 7.

The Secretary of State on his part agrees to pay the stipulated rent, subject to such modifications as may be made under Article 5 of this Convention, regularly and to restore the forests in as good condition as when granted to him. Provided that nothing in this article shall render the Secretary of State liable to make good or restore any damage caused to the forests by any persons to whom a right to prospect or mine for minerals may have been granted by the Raja of Sandur, his heirs and successors.

The 24th August 1908.

No. XLVI.

AGREEMENT between the RAJA OF SANDUR and the BRITISH GOVERNMENT for the cancellation of the FOREST CONVENTION of 1908,—1918.

The lessor Srimanth Raja Venkata Rao, Rao Saheb, Ghorpade, Hindu Rao Mamalkat Madar, Senapathi, Raja of Sandur on the one part and the lessee, the Secretary of State for India in Council on the other part, hereby agree to determine the Convention made between them on the 24th day of August 1908. It shall therefore stand cancelled. The Secretary of State for India in Council shall quit and deliver up possession to the said Raja of Sandur those forests in the State of Sandur shown as A, B and C in the plans* accompanying the said Convention of 1908 on or before 30th June 1918. The records relating thereto, *viz.*, the agreements and the security deposits taken from the contractors will also be transferred to the Durbar. Three-fourths of the lease amount, *viz.*, Rs. 7,680-9-0 in respect of the fuel coupes and the bamboo coupes which have been sold for 1918-19 specified in the schedule hereto attached* shall be the property of the Durbar.

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* Not reproduced.

The remaining one-fourth shall vest in the Government as the said coupes will be in the possession and enjoyment of the said Government from 1st April to 30th June 1918.

VENKATA RAO GHORPADE,

The 8th August 1918. *Raja of Sandur.*

No. XLVII.

DEED of CESSION OF JURISDICTION by the RAJA OF SANDUR to the BRITISH GOVERNMENT over the lands in the State occupied by the MADRAS AND SOUTHERN MAHRATTA RAILWAY,—1927.

I, Srimant Venkata Rao Ghorpade, Raja of Sandur, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the Sandur State which are, or may hereafter be, occupied by the Fortwall-Kanivihalli and Kanivihalli-Swamihalli Extensions of the Madras and Southern Mahratta Railway (including all lands occupied for stations, for out-buildings and for other railway purposes), and over all persons and things whatsoever within the said lands.

SRIMANT VENKATA RAO GHORPADE,

HAZUR OFFICE, SANDUR, *The Raja of Sandur.*

The 28th June 1927.

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